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The Solicitors' Journal

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LONDON, MARCH 13, 1909.

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Current Topics.

The Form of Application for Registration.

WE HAVE received a copy of an interesting correspondence (too long for publication in full) which has passed between Messrs. RUBINSTEIN, MYERS & Co. and the Land Registrar, and which raises the question whether an applicant for registration, either with a possessory or an absolute title, incurs any liability if it should afterwards appear that there is a flaw in the title. In the form of statutory declaration by the applicant or his solicitor which has to be forwarded with the application there occurs the statement that the applicant "is entitled for his own benefit to the fee simple in the property." In view of the possibility that this might involve the declarant in liability, should the title prove to be in fact defective, Messrs. RUBINSTEIN, MYERS & Co. proposed to add to the declaration a qualifying paragraph, as follows:—"The above statements are made to the best of our knowledge and belief and on the express condition that no responsibility or liability attaches to the purchaser or to ourselves." And the reasonableness of this was supported by the observation that, since all deeds and documents have now to be deposited at the registry, the registrar has the same opportunity of judging of the title as the purchaser or his solicitors. The answer of the registrar is that the statement is required in order to bring the applicant within one of the classes of persons mentioned in section 5 of the Land Transfer Act, 1875, as being entitled to apply for registration, and that he sees no reason to treat it as a guarantee of title. At the same time, he refuses to accept the application with the added paragraph, and, on the matter being pressed, declines to give an opinion on the question of liability, since it might come before him officially for decision. There the matter rests; but we may point out that the Bank of England have successfully placed on brokers the liability for loss due to defects in documents brought by them to be acted upon by the bank, and it would be rash to assume that the point which Messrs. RUBINSTEIN, MYERS & Co. have raised, and on which the registrar declines to give any conclusive reply, is not one of substance. Registration of title was not intended to involve purchasers and their solicitors in new liabilities, but it appears to be quite possible that it may have this result.

Trustees' Accounts.

A BILL has been introduced into the House of Commons by Mr. STEWART-SMITH, K.C., under the name of the Trustees' Accounts Bill, which should receive very careful examination.

According to the prefatory memorandum, the Bill "merely declares the existing law and contains no amendment thereof or addition thereto." Now the existing law with regard to trust accounts is quite clear and simple. A trustee must always be ready with his accounts and must render them to the beneficiary when required to do so; and the beneficiary is entitled to inspect the accounts and the vouchers, but cannot have a copy of them at the expense of the estate: *Otley v. Gilbey* (8 Beav. 602). The present Bill expands these principles into a number of provisions, some of which, no doubt, may fairly be said to flow from them, while others are an onerous addition to the trustee's duties. Clause 1 requires the trustee "(a) to keep clear and accurate accounts of the trust and preserve all vouchers relating thereto, so that the accounts and the vouchers may be at all times ready for production." This, it may be said, is no more than the rule stated above. If so, why enact in statute form a perfectly well-recognized principle of equity practice? But the statutory duty to keep "clear and accurate accounts," and to preserve "all vouchers"—without limit of time—may be interpreted so as to impose a serious burden upon trustees. The second part of clause 1 appears to operate adversely to the beneficiary. Expenses incurred in producing accounts for inspection by a beneficiary are to be borne by the beneficiary requiring the same, unless the court otherwise orders. We should have said that this alters the existing law. The beneficiary inspecting the accounts cannot be saddled with the trustees' expenses. He is only exercising his rights as beneficiary. The trustees have their expenses, if any, out of the estate. Clause 2 states specifically the accounts which the trustee must keep, requiring him to distinguish real and personal estate, and capital and income; all very proper, no doubt, in a suitable case; but it is an addition to the law, which leaves it to the trustee to settle the form of his accounts. Clause 3 vests in the court a discretion as to the costs of proceedings for an account or inquiry, and this would certainly operate so as to infringe the trustee's established right to have his costs allowed unless he is deprived of them for serious default. There are other provisions in the Bill to which exception may be taken, but we have said enough to shew that the statement in the prefatory memorandum that it does not alter the law is, to say the least, very questionable. The existing law, which has been recently strengthened by the trust accounts clause (section 13) of the Public Trustee Act, 1906, is quite adequate for the purpose, and the present Bill is both misleading and unnecessary. Its object would really seem to be to make the position of the private trustee untenable, and throw all trusts into the Public Trustee's office.

Signature of Notes by Companies' Officers.

A PERSON who is an officer of a company and signs a bill of exchange or promissory note for the purpose of the company's business should use clear words indicating that he signs only on behalf of the company; otherwise he may get involved in a question of personal liability such as has caused a difference of opinion between CHANNELL, J., and the Court of Appeal in *Chapman v. Smethurst* (1909, 1 K. B. 73; in C. A., reported elsewhere). In *Dutton v. Marsh* (L. R. 6 Q. B. 361) four directors of a company, describing themselves as such in the body of the note, but not in their signatures, signed a promissory note for £1,600. The company's seal was also affixed, and witnessed by a person other than the directors. On this note the directors were held to be personally liable. They had not excluded liability by signing "on behalf of" the company, and the affixing of the seal was not sufficient to turn their signatures into signatures of agents. In *Alexander v. Sizer* (L. R. 4 Ex. 102), a secretary of the company gave a note "I promise to pay," and signed as secretary "for" the company. Here there was the necessary statement that he signed as agent, and the use of "I" did not turn the note into his personal note. "A man," it was said, referring to *Lindus v. Melrose* (3 H. & N. 177)—where directors signed as such and were not liable—"is personally liable on an instrument, unless it clearly appears on the face of the instrument that he is an agent only." The case of *Chapman v. Smethurst* seems to have been practically identical with *Alexander v. Sizer*. Here, too, the note ran, "I promise to pay,"

and was signed with the company's name, followed by "T. H. Smethurst, Managing Director." The company's name, and the description "managing director," were affixed with a stamp. The only difference was the omission of "for" or "on account of" the company; but this could not affect the obvious interpretation of the note, which was that it was signed in the name of the company by the managing director as such. The intention was to impose liability on the company, and the managing director signed only for the company. So, accordingly, the Court of Appeal held, and an opposite result would have gravely imperilled officers of companies who, in the usual routine, sign negotiable instruments for the company without adding "for" or "on behalf of."

"A Year with the Public Trustee."

THERE is a fresh outburst of advertisement by the Public Trustee. Not satisfied with his cards in post offices, and his inspired articles in the daily Press, and his report, he has now found new ground in the columns of a sober monthly periodical and a new method in the shape of a signed article. We do not know who Mr. E. K. ALLEN, who appends his name to the article, in the current number of the *Nineteenth Century*, may be, but we gather from the statement in his eloquent introductory observations, redolent of EMERSON and RUSKIN, that he is "one who has been privileged, and profoundly interested, to hear daily for the last year many a life's history, and every one of them worth hearing . . . one who has counted himself fortunate in being allowed to assist in the founding of a department perhaps unique in the State," that he is a member of the staff of the Public Trustee's office. He certainly reveals to us some wholly unexpected developments in the work of that office. Part of that work, it appears, is to select specialist doctors for persons "in relations with the Public Trustee," and to advise such persons as to erecting suitable tombstones for their relations. This may appear to be hardly credible, but it is vouched for by Mr. ALLEN in the following graphic passage:—

"There was a case of the Border widower who lay sick, following upon his wife's death, and, being in relations with the Public Trustee, implored him to seek out suitable medical aid. The disease was obscure, London was ransacked, the specialist was found: 'Yes, he would treat the case, and, moreover, under the special circumstances, charge nothing; he was interested in the patient.' The good news was sent to the bereaved one, and next day from this remote Cumberland village came a letter, sparse in thanks, but accepting all arrangements made, and enclosing local and general timetables in order that 'the Public Trustee might look out the trains!' This widower, however, already had won all hearts. After his wife died, he associated us with himself in choosing a suitable stone for the grave. Infinite pains are taken over it, and first one curb and stone was discussed, and then another. Like most things in life, even this discussion ended in compromise, though not, as Lord MORLEY says of politics, with, 'the second best.' For, on one design hovered a most reverent representation of the holy dove. This he desired to have transferred to the design of a plain stone, for, he explained, 'my dear wife was so fond of birds!'"

It appears, moreover, that the Public Trustee, like most large commercial firms, is in the habit of employing travellers or, as we believe they are frequently termed, "drummers." "Conceive," says Mr. ALLEN,

"the case of the morning post bringing some urgent entreaty for full information as to the powers and duties of the Public Trustee, 'Can anyone be sent as well?' the writer asks. 'It is a large estate, and involves matters of great importance.' The distance is great, but a wire is sent, and an assistant leaves by the next train. On arrival, he is met and driven high up on to the edge of a north-country wold; there, in a large country house, remote from all busy life, is the master of the house, a human being in dire need of powerful aid. He is in bed ill. . . . A few sentences, tense with the tenacity of the sense of vital opportunity ebbing away, and the visitor is put in rapport with his host. Everything is said to be explained, the Public Trustee agrees to act under the will and to be guardian of the daughter; the representative surmises that the contents of a sealed packet will explain much more, and comes away impressed, not only with the charity but with the wisdom of Madame DE STAËL's *Comprendre c'est pardonner*."

It appears, therefore, that the country is taxed in order to enable doctors to be obtained, and tombstones selected, for persons

"in relations with the Public Trustee" and to enable "asstants" to travel long distances to advise testators as to their testamentary dispositions. We are not surprised to learn that, with these manifold duties to perform, the staff of the Public Trustee has had already to be increased from five to fifty-four.

Principal Benefiting by Agent's Fraud.

THE RESULT of the appeal to the House of Lords in *Refuge Assurance Co. v. Kettlewell* (reported elsewhere) is thus shortly stated in our report: "The Lord Chancellor moved that the appeal should be dismissed, without giving any reasons," and it is added that the other noble and learned Lords "merely concurred." One reason for this unusual brevity in delivering judgment may have been the fact that the appellants had already had their arguments sufficiently considered in the courts below, having been unsuccessful in the county court, the Divisional Court, and the Court of Appeal. Another reason may have been the diversity of grounds upon which the judgments in the courts below rested. The appellants were defendants in an action brought to recover the amount of certain premiums paid by the respondent in respect of a policy of life insurance effected with the appellants: see *Kettlewell v. Refuge Assurance Co.* (1908, 1 K. B. 545). Shortly, the respondent had been induced by the fraudulent misrepresentation of the appellants' agent to continue paying premiums after a certain date, in the expectation of obtaining a "free policy." The agent had no authority to make the representation, and the respondent obtained no "free policy." She was held entitled to recover from the appellants the amount of premiums so paid in consequence of the misrepresentation. The validity of the claim was put on several grounds in the different courts, and the Court of Appeal differed *inter se* as to their reasons for upholding the respondent's claim. We propose to notice one only of these grounds, which commended itself to the county court judge and to BUCKLEY, L.J.—that the appellants, having had the benefit of the fraud of their agent, could not afterwards repudiate the agency. BUCKLEY, L.J., said: "It is well established by authority that a principal cannot retain a profit made by the fraud of his agent, whether the principal authorized the fraud or not." This principle, by which, in effect, a contract made without authority is enforced by compelling the adoption of an act of unauthorized agency, is also applied in cases of property other than money being acquired, and where rescission is impossible. An apt illustration occurs in a recent Australian case—*Welch v. Handcock* (7 S. R. (N.S.W.) 404). This was a suit or action for specific performance by vendor against purchaser. The defendant had authorized her agent to purchase a certain plot of land, being one of three plots owned by the vendor. The defendant's agent, in excess of his authority, purchased all three plots, and the land was conveyed to the defendant, who believed she was only acquiring one plot. She then built a house on the one plot. On the vendor claiming to be paid the purchase-money for the three plots, the defendant contended that she was not liable under the contract. Rescission, however, under the circumstances being impossible, and the defendant having possession of the plaintiff's property, she was held liable on the contract for the whole of the purchase-money, notwithstanding that the contract had admittedly been made without her authority.

Forged Cheques.

A VERY lengthy judgment was recently delivered by BRAY, J., in an action against a bank to recover the amount of seven forged cheques which the bank had honoured as genuine: *Keptigalla Rubber Estates v. National Bank of India* (Times, March 9th). The cheques purported to be drawn by the plaintiff company and bore the signatures of two directors and the secretary. As a matter of fact, one of the signatures had been forged by the secretary. Two defences, among others, were raised—that the plaintiffs had not taken reasonable care to prevent the occurrence of the fraud, and that the return by the plaintiffs of the passbook in which the forged cheques were duly entered without objection constituted a settled account binding on the plaintiffs. BRAY, J., held that there was no authority in English law (though there was some in America) for any such proposition as is involved in the latter of these

defences. With respect to the former—in effect the negligence of the plaintiffs—BRAY, J., found, as a fact, that reasonable precautions had been taken, though possibly not every precaution that might be taken. These defences failing, and the forgeries being admitted, the plaintiffs had judgment for the amount claimed, and costs. The observations in the judgment as to the defence of negligence are of considerable interest. The proposition contended for by the defendants amounted, in the words of BRAY, J., to this: "That beyond the care which must be taken in the transaction itself, a customer must, in the course of carrying on his business, take reasonable precautions to prevent his servants from forging his signature." For this proposition the learned judge could find no authority, and *Bank of England v. Vagliano* (1891, A. C. 107) was an authority against it. In truth, considering what circumstances in connection with the actual issuing of a cheque have been held not to constitute a breach of a customer's duty towards his banker, it is not surprising that no duty should lie on the customer to take any subsequent precautions against forgery. "People are not supposed to commit forgery, and the protection against forgery is not the vigilance of parties excluding the possibility of committing forgery, but the law of the land": see *Scholfield v. Londesborough* (1896, A. C., at p. 532). Even drawing a cheque with spaces left in front of the writing, so that a forger can utilize them for the purpose of forgery, is not in itself a violation of a customer's duty to his banker. This has been laid down by the Privy Council in a case which was not referred to by BRAY, J.: see *Colonial Bank v. Marshall* (1906, A. C., at p. 568).

Wife's Torts and Judicial Separation.

IT WAS decided by the Court of Appeal in *Earle v. Kingscote* (1900, 2 Ch. 585) that the husband's liability for his wife's torts is not affected by the Married Women's Property Act, 1882, and remains as before that Act was passed. Section 26 of the Matrimonial Causes Act, 1857, however, enacts, with respect to the effect of a decree of judicial separation, that the husband of a woman judicially separated is not to be liable "for any wrongful act or omission by her or for any costs she may incur as plaintiff or defendant." In *William Cuenod & Co. v. Leslie* (reported elsewhere) husband and wife were sued jointly for the wife's tort, the writ being issued in November, 1906. In June, 1907, a decree of judicial separation was made by the Probate Division. The action was not defended by the wife, and it was contended that the decree of judicial separation was an answer to any claim against the husband. RIDLEY, J., gave judgment for the plaintiffs against both defendants, and the husband appealed. This appeal has now been allowed by the Court of Appeal. The judgment, delivered by the Master of the Rolls, places the common law liability of the husband in its true light. The husband is not personally liable for his wife's torts in the fullest sense; "the true proposition is that, at common law, the husband and wife were liable to be sued jointly, and to satisfy the judgment obtained in the action. If, however, the wife dies before judgment, the husband is not liable . . . The husband, in truth, was only joined for the sake of conformity, not with the view of asserting any individual right against him." This being so, the enactment in section 26 of the Matrimonial Causes Act, 1857, relieves the husband of any liability he would otherwise have to bear, since he was not liable until judgment. In the present case, therefore, the mere fact of the action having been commenced whilst the matrimonial bond was still intact made no difference, and the decree of judicial separation being pronounced before judgment in the action, the action really abated as though the wife had died.

Fencing Dangerous Machinery.

THE FACTORY and Workshops Act, 1901, is raising some nice questions as to the time within which summary proceedings can be taken for offences under it. Section 135 makes it an offence if a factory is not kept in conformity with the Act, and section 136 imposes a substantial fine if such neglect results in injury to any person. Then, by section 146, summary proceedings must be commenced within three months of the date at which the offence comes to the knowledge of the inspector for the district. In *R. v. Taylor* (1908, 2 K. B. 237), on the 21st of January, 1907, the fact

that certain machinery was unfenced came to the knowledge of the inspector; on the 31st of July it was still unfenced, and a person suffered bodily injury. The information was laid on the 24th of October. It was held that sections 135 and 136 create distinct offences, and that the proceedings were in time in respect of the injury caused on the 31st of July. It seemed to be an inference from the decision that the proceedings would have been out of time in respect merely of the machinery being unfenced, since this had come to the knowledge of the inspector more than three months before the information. But this point has now arisen in *Verney v. Mark Fletcher & Sons (Limited)* (1909, 1 K. B. 444), and the Divisional Court has disclaimed any such result. In that case the inspector found unfenced machinery in May, 1905, on the 12th of March, 1908, and again on the 1st of July, 1908. On the 22nd of July he laid an information under section 135, and it was contended that it was out of time. But the court held that the keeping the machinery unfenced was a continuing offence, and was to be treated, for the purpose of the limitation, as a new offence on each occasion that it came to the knowledge of the inspector. Consequently, in the present case the three months ran from the 1st of July, and the proceedings were in time. Otherwise, indeed, when the limit was once passed, the power of the inspector to interfere would be seriously curtailed.

Larceny of Lost Goods.

THE ENGLISH law as to larceny of lost goods has often been the subject of discussion, and it is tolerably well settled that, to constitute a larceny, there must be a felonious intent at the time of the finding, coupled with reasonable means at that same time of knowing the owner. The following instance is given by PARKE, B., in *Rex v. Pope* (6 C. & P. 346.) "If a person picks up a thing, when he knows that he can immediately find the owner, and instead of restoring it to the owner he converts it to his own use, this is a felony." The decisions upon article 379 of the French Penal Code, which provides that "whoever fraudulently carries away a thing which does not belong to him is guilty of larceny," shew much resemblance to the English law, and in several of these cases the prisoner was convicted upon it being established that, after picking up a banknote, he made no inquiry as to the owner, took no notice of inquiries, and appropriated the amount of the note to his own use. A case which has recently been decided by the Tenth Chamber of the Correctional Tribunal of the Seine is a good specimen of these decisions. A resident in Nanterre was so imprudent as to hide her savings in a mattress. She did not observe that there were rents in this mattress, and the result was that, while she was shaking the mattress outside the window of her house, ten banknotes, each for one thousand francs, fell to the ground. A carter passing by soon afterwards picked up the notes, turned them over and finally tore them up, thinking they were of no value. Some time afterwards a rag-picker came on the scene. He was better acquainted with banknotes, and picked up the pieces, together with one note which had remained intact. He shared the proceeds of this note with his daughter and his son-in-law. The owner of the notes discovered her loss and gave notice to the police authorities, whose attention was soon drawn to an unusual expenditure of money on the part of the rag-picker. The police proceeded to his dwelling, and caught him and his family in the act of joining together the fragments of the notes. They were arrested and upon conviction sentenced, the rag-picker to three months, and the others to shorter terms of imprisonment.

The annual report for 1908 of the East London Legal Protection Committee says that the committee was established in 1899 with the object of giving legal assistance to poor tenants. Subsequently the scope of the work was extended, and the committee now provide in suitable cases advice and assistance for people too poor to pay for a solicitor's services. The work is carried on at Toynbee Hall, and on an average some forty cases are dealt with weekly. Where necessary the committee place the matter in the hands of their solicitor. In the past year 108 cases were so dealt with, and the legal expenses of the committee amounted to £147, while £727 was recovered for the benefit of their clients. Cases of workmen's compensation and disputes between landlord and tenant are the most numerous. The annual expenses incurred amount to upwards of £150.

The Evidence Before the Land Transfer Commission.

I.

THE evidence taken by the Royal Commission on the Land Transfer Acts during October, November and December, 1908, has now been published, and we propose to give an outline of its substance. As the inquiry is still proceeding, and the evidence is entirely one-sided, it would be out of place to attempt any criticism on its effect, or on the working of the present system of registration as stated to the Commission. But a general sketch of the evidence, and the course which the inquiry is taking, will probably be of interest.

The leading witness has been the Registrar of the Land Registry, Mr. C. FORTESCUE BRICKDALE, and we may acknowledge the zeal and ability which he has shewn in presenting the case for registration, and in preparing material for the information of the commissioners. The first point to which attention was directed was the effect of the system in shortening proof of title. This, at present, sharply distinguishes conveyancing by private deed from conveyancing under the register, and Mr. BRICKDALE illustrated the difference by producing and comparing a printed specimen abstract of title to a leasehold property, and the corresponding entries which would have been made on the register had the lease been registered at the date of execution; and in reply to a specific question on the point, he said that, while the former abstract must necessarily be dealt with by a solicitor, the record on the registry was plain to any ordinary layman. He also laid much emphasis on the facilities for fraud which exist in the case of unregistered property by the duplication of title deeds, referring particularly to the REDGRAVE case. This is only practicable where a man's title deeds are simple, and can be easily copied and counterfeited. He can then represent himself to any number of successive lenders as the owner of an unincumbered estate. "Where a register exists that is practically impossible, as the creditor can place his charge on the register, which secures his own position, and also is notice to others that his charge exists." (Qn. 30). But in answer to a question by Mr. BUCKMASTER, he had to admit that a registry of deeds is as effective for this purpose as registration of title. "It prevents fraud by suppression and duplication of deeds, but it does not do very much in the way of cheapening or simplifying land transfer" (Qn. 32).

Other cases of fraud by duplication of deeds were quoted, and this led up to the case of *Re Odell* (1906, 2 Ch. 47), in which an innocent transferee of a registered charge was taken off the register on the ground that the transfer to him was a forgery, and was held not to be entitled to compensation out of the insurance fund. His claim was supported by Mr. BRICKDALE and Mr. Justice KEKEWICH, but the Treasury succeeded in getting it rejected by the Court of Appeal. Mr. BRICKDALE suggests that the law on this point should be altered (Qn. 57). At present transfers are not signed by the transferees, so that the Land Registry loses one of the means of checking the genuineness of a subsequent transfer which is available in regard to share transfers. "We have not yet got that safeguard for certain reasons, but we might introduce it, especially if *Re Odell* is reversed in the new Act" (Qn. 70). The subject of fraud suggested the well-known case of *Marshall v. Robertson* (50 SOLICITORS' JOURNAL 75), in which a charge was registered against a worthless possessory title. The remarks of WARRINGTON, J., as to the use of the land certificate for raising money, appear not to have been warranted by the actual facts, since Mr. BRICKDALE, by referring to the actual dates, has shewn that the charge was given before the certificate had been issued (Qn. 320). But the case gave rise to a good deal of discussion by the Commission as to the length of possession required for possessory registration, and the effect of the certificate. The certificate contains a warning, in highly technical language, that it is no guarantee against prior titles, and Mr. BRICKDALE had to admit that the warning was useless to a layman. "It might be improved," asked the Solicitor-General, "from the point of view of the efficacy of the warning, might it not?"—"I think it might if we are to consider the case of a layman dealing with possessory titles at all, which I

do not think has been much contemplated" (Qn. 118). Possessory registration, Mr. BRICKDALE explained, is for the future. "It is a cheap and certain way of ultimately clearing these titles, but for the first few years after registration, except under special circumstances, it does not help very much" (Qn. 119). With regard to the length of possession required for registration of a possessory title, it appears that the practice was altered after *Marshall v. Robertson*, and that where a man brought in a statutory declaration and no deeds, inquiry was made as to the length of his possession (Qn. 126); and under the new rules and forms this has to be declared on application for registration.

In regard to the cost of the transfer of land, Mr. BRICKDALE compared the costs in the registry with the statistics as to costs in private conveyancing prepared in 1895 by the Law Society and certain of the provincial societies for the House of Commons Select Committee on the Land Transfer Bill of that year. Into these figures space forbids our entering, but Mr. BRICKDALE is evidently convinced that his system makes for cheapness, and that enlightenment is bound to come to those who disagree with him. In his opinion, "the legal profession have not really given their minds to it—they have not really read or mastered what registration of title can do, and therefore they are under a very considerable illusion as to the comparative costs" (Qn. 145). As to the sale of land registered with absolute title, Mr. BRICKDALE thinks that in all ordinary cases it will be possible to dispense with lawyers, and that, when a lawyer is employed, the scale of charges is, "in relation to the quantity and quality of the work required to be done, not less, but more remunerative than the old, that is to say, the saving of labour on each case will be greater in proportion than the reduction of the fee" (Qn. 155). "I calculate," said Mr. BRICKDALE, "that the present private deed system, as compared with the registration system, costs the nation in wasted work probably between two and three millions a year" (Qn. 158), and he put in a paper shewing how he arrived at that figure. In regard to expedition Mr. BRICKDALE has a high opinion of registration, and, indeed, on the system generally, praise flows naturally from his tongue. "On the average 50 per cent. of the sales and mortgages are disposed of in the registry in four days or less (three of which are necessary detention while the written notice is going to the transferor as in sales of stocks and shares), and 84 per cent. are dealt with in the registry in eight days or less, the vast majority giving rise to no question at all" (Qn. 163). Expedition under the private deed system, in his opinion, generally means defective proof of title (*ibid*).

Mr. BRICKDALE also laid great stress on the superiority of his forms to the ordinary forms of conveyance and mortgage. He has got rid of the necessity of saying "in fee simple," but this could be got rid of equally in private conveyancing, as was brought out by Mr. GREGORY subsequently (Qn. 668). It is unfortunate that the Conveyancing Act, 1881, did not make a conveyance effectual to pass the whole estate, although no words of limitation were used. But Mr. BRICKDALE's great point is that he has got rid of recitals, and that it is thus possible for him to devote all his energy to the correctness of the parcels. He furnished the Commissioners with a case (Qn. 178) where, after eight and a half pages of recitals, the draftsman was so exhausted that he failed to notice that he was including too much in his parcels. And a perusal of Mr. BRICKDALE's evidence on this head gives the impression that he has been busy in the City of London and elsewhere in sorting out parts of houses among their proper owners, and restoring on the register the accuracy in which the title deeds were wanting. An interesting discussion took place (Qn. 215) on the question whether the land certificate should be endorsed from time to time, and re-issued, so as to be a record of the dealings on the register, or whether a new and clean certificate should be issued, as in the case of shares. The former has been the plan adopted in the registry. "We have always thought," said Mr. BRICKDALE, "that [section 8 of the Act of 1897] normally meant that we were to go on adding and making the certificate practically a counterpart of the register." But the late Sir C. WARMINGTON seems to have favoured a clean certificate.

Upon the question of the legal estate, Mr. BRICKDALE argues that this is unimportant under the Land Transfer Acts. Sections

25, 26, and 27 of the Act of 1875 confer certain statutory rights on registered incumbrancers, and these Mr. BRICKDALE considers give him as good a position as a legal mortgagee. "Under the Land Transfer Acts system the legal estate does not matter. What [the mortgagee] takes his stand upon are these three sections which give him power to enter, to foreclose, and to sell" (Qn. 227). We gather, however, that he did not satisfy his questioners that the legal estate might not be important in the case of further advances, especially where, as in the case of building, these are being made at frequent intervals. Mr. BRICKDALE's answer is that the register gives the lender a very easy way of protecting himself (Qn. 245); but that, of course, raises another consideration: Should it be necessary to have recourse to an official department on each occasion when one of a series of advances is being made on land?

(To be continued.)

Insurance on Wife's Life.

THE Court of Appeal has recently decided that a husband has an insurable interest in his wife's life: *Griffiths v. Fleming* (reported elsewhere). This point was, previously to the Court of Appeal's decision, an open question and not actually covered by any authority. The judgments delivered are therefore worth analyzing.

The action was brought by the husband to recover the amount of a policy effected by husband and wife jointly with an insurance company of which the defendants were the trustees. The amount insured was £500, and was payable to the survivor on the death of either husband or wife. The wife predeceased the husband. At the hearing, the defence relied on was that, under the Life Assurance Act, 1774, the husband had no insurable interest in his wife's life, and could not, therefore, recover. PICKFORD, J., gave judgment for the plaintiff, on the ground that the wife's domestic services were of a certain pecuniary value to him. From this judgment the defendants appealed.

The Life Assurance Act, 1774 (14 Geo. 3, c. 48), enacts, by section 1, that no insurance shall be made on the life of any person or on any other event, wherein the person for whose benefit the policy is made shall have no interest, and every such assurance is to be void; section 3 enacts that where the insured has an interest in an assured life, no greater sum is to be recovered than the amount or value of the interest of the insured in such life. The question argued before the Court of Appeal, and decided by the court, was whether the terms of these enactments applied to the present case so as to prevent the husband from recovering the £500 payable under the policy to him upon his wife's death.

Two judgments were delivered, one by VAUGHAN WILLIAMS, L.J., and the other by FARWELL, L.J., in which KENNEDY, L.J., concurred.

VAUGHAN WILLIAMS, L.J., was quite clear that the appeal must be dismissed, but he did not insist strongly on one rather than the other of the two possible ways of treating the plaintiff's claim as good: "So far as this case is concerned, it does not matter much which content on of the plaintiff is right—that is to say, whether the effect is that the husband had an insurable interest in the life of his wife, or whether the wife having an insurable interest in her own life, the right to the moneys payable under the policy has become vested in him, or may become vested on his taking out letters of administration. One way or the other, the court will construe the policy so as to make it effective." After pointing out that the case was not covered by authority (the only two cases in which pecuniary interest was presumed being the case of a person insuring his or her own life and a wife insuring her husband's life), and that the policy might perhaps be regarded as coming under the protection of section 11 of the Married Women's Property Act, 1882, by which a married woman may insure her own life for the benefit of her husband, the Lord Justice concluded: "I think the preferable construction is to treat the policy as by the husband on the wife's life, because I am inclined to think that he has now an insurable interest in his wife's life which ought to be presumed."

The judgment of FARWELL, L.J. (which, in his absence, was read by KENNEDY, L.J.), dealt with the whole question much more elaborately. First of all, three grounds were stated on which the case might possibly be rested and the appeal dismissed. The form of the proposals indicated that the husband and wife had not intended to insure each the other's life, but each to insure his and her own life, and if "the true effect of the policy is that each spouse insures the other's life as well as his or her own, this is the result of a conveyancing blunder of the company, and is not in accordance with the proposals," so that the company could not take advantage of this "conveyancing blunder." Again, the insurance would be perfectly valid under section 11 of the Married Women's Property Act, 1882, since the husband must be the person to whom the sum insured was "expressed to be" payable. The policy, therefore, might "be read distributively as an insurance by the wife on her own life expressed to be for the benefit of her husband contingently on his surviving her, and by the husband on his own life for the benefit of his wife contingently on her surviving him." Upholding the policy on this ground would, however, involve the necessity of the husband's taking out administration to his wife's estate in order that he might be able to give a valid receipt for the sum assured. Then there was the ground on which the policy had been upheld in the court below, viz., that the wife's services had been proved to be of some actual pecuniary value. This FARWELL, L.J., thought would possibly not be consistent with other decided cases, and he continued: "But I have come to the conclusion that Mr. Justice PICKFORD's decision can be supported on a broader ground, and I desire to rest my judgment on this—namely, that a wife has, as such, an insurable interest in her husband's life."

The Lord Justice referred to a passage in Bullen and Leake (2nd ed., p. 161) in support of this view, though other text-books were against it. In *Huckman v. Fernie* (3 M. & W. 505) the husband's interest in a policy effected on his wife's life was assumed by both counsel and court to be legal, and the objection of illegality could hardly have been overlooked. "But," said FARWELL, L.J., "I have come to this conclusion on the construction of the Act itself," and the reasons for construing the Act of 1774 in a sense favourable to the husband's right to recover are then given. The Act, in its preamble, is expressed to be aimed at "a mischievous kind of gaming," and its relevant enactments have already been stated (*supra*). With reference to section 3, FARWELL, L.J., observed that the section "has been held to mean 'pecuniary interest' measured by the loss that would be suffered by the beneficiary if the life dropped at the date of the policy," and he continued further on, "I find it difficult, however, to see what pecuniary interest, in the sense of pecuniary loss arising from the loss of some legal interest, a man can be said to lose on his own death." The rule laid down in *Wainwright v. Bland* (1 Moo. & Rob. 481), that every man is presumed to have an interest in his own life, "must be on the ground that an insurance by a man on his own life is not within the mischief of the Act." This is the key-note of the *ratio decidendi* on which FARWELL, L.J.'s, judgment is based—there must be some exceptions implied from the wide and general prohibitions contained in the Act.

It is then pointed out that in *Reed v. Royal Exchange Assurance Co.* (2 Peake 70) Lord KENYON went a stage beyond the rule just referred to as to a man's presumable interest in his own life, and held that a wife, as such, has an insurable interest in her husband's life. This also must have been on the ground that "the case was not within the mischief of the Act." The principle is finally applied to the present case. "It follows, in my opinion, that the same principle must be applied to the insurance by the husband of the wife's life; a husband is no more likely to indulge in 'mischievous gaming' on his wife's life than a wife on her husband's." The ruling of Lord KENYON in 1795 in favour of the wife's claim ought in fact now to be applied in favour of the husband's claim.

Finally, FARWELL, L.J., refers to a Scottish decision as supporting his construction of the Act, and concludes: "On these grounds I am of opinion that the appeal fails and should be dismissed with costs, and, as I prefer to put it on the latter ground [the insurable interest of the husband in his wife's life], the

husband need not administer to his wife's estate, because he recovers on his own contract and not on her's."

This appears to be a most satisfactory decision upon a vexed point of law. One singular feature of the whole subject is the paucity of authority to be met with in the reports. The rule as to a man's being presumed to have an interest in his own life was laid down at *nisi prius* in 1836 by Lord ABINGER: *Wainwright v. Bland* (*supra*). The rule as to a wife having an insurable interest in her husband's life was also laid down at *nisi prius*, though it is true by Lord KENYON, in 1795: *Reed v. Royal Exchange Assurance Co.* (*supra*.) In *Huckman v. Fernie* (*supra*), the only reported case in which a husband's insurable interest in his wife's life came in question, the point as to illegality was not taken.

FARWELL, L.J., relied a good deal on the preamble to the Life Assurance Act, 1774. This should serve as a warning with regard to the practice of repealing, or at any rate excising, preambles of statutes by means of Statute Law Revision Acts. The report of the present case, for instance, will not be completely intelligible to a reader who refers to the Act of 1774 in an edition of the statutes which omits the preambles.

It is by no means the least satisfactory feature of the decision of the Court of Appeal that the possibility of a husband recovering under a policy on his wife's life merely by means of a *quasi-fiction*, analogous to that by which damages for a daughter's seduction are recoverable by a father, is now exploded.

Reviews.

The Judicial Dictionary.

SUPPLEMENT TO THE JUDICIAL DICTIONARY OF WORDS AND PHRASES JUDICIALLY INTERPRETED AND OF STATUTORY DEFINITIONS. By F. STROUD, Barrister-at-Law, Recorder of Tewkesbury. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Those who have been in the habit of using the former volumes of the second edition of Mr. Stroud's Judicial Dictionary will not need to be told of the utility of the work in putting the practitioner on the track of the meanings of words and phrases, whether defined by judges or in statutes, or of the minute care, accuracy, and discrimination with which the laborious undertaking has been carried out. In cases where a question arises as to the meaning of a phrase, the knowing practitioner turns, in the first instance, to his "Stroud," and often finds there at once the clue which he might otherwise have spent hours in searching for. The work ought not only to find a place on the bookshelves of counsel, but should be added to the library of every law society.

A characteristic of the book is, not only constant effort to attain completeness within the scope originally projected, but also the widening of that scope. The first edition of the work (in one volume), published in 1890, was a remarkable result of many years' labour, but the second edition (in three volumes), which appeared in 1903, having benefited by the use of Lord Lindley's Manuscript Word-book and other word-books of eminent lawyers, and been subjected to thorough revision and addition, was a great advance on the previous edition. Moreover, in this edition statutory definitions were brought within its range—a most valuable addition, enabling the reader to refer to definitions of practical utility scattered over the statute book. The present volume not only brings down the whole work from the end of the nineteenth century to the end of the year 1906, but also includes definitions of English words and phrases (and also of a good deal of Scottish jargon) given by Scottish judges. As Mr. Stroud says, in his preface, the union of England and Scotland is now being more fully accomplished by the judges of each country accepting, as of authority, the judicial decisions of the other, and notably those on the meaning of the language which is common to both. Apart from this, it is interesting to see the views of judges, who for shrewdness and care compare favourably with our own bench, as to the meaning of English words and phrases.

The present volume, which is in the nature of addenda to the three previous volumes, is so ingeniously arranged, by means of type and references to pages and lines in former volumes, helped by a separate gauge of the lines therein, as to render its use in connection with the previous volumes perfectly easy to the reader. We congratulate the author on the result of his labours.

Workmen's Compensation.

THE WORKMEN'S COMPENSATION ACT, 1906. By V. R. ARONSON, M.A., B.C.L., Barrister-at-Law. T. Fisher Unwin.

The Workmen's Compensation Act, 1906, affords, as the continual litigation under it shews, numerous points of difficulty. Whether an

injury is suffered "in the course of the employment"; whether it is due to the "serious and wilful misconduct" of the workman; how the "average weekly earnings" are to be computed for the purpose of assessing compensation; whether the employment is "of a casual nature," so as to exclude the right to compensation; these are but a few of the questions with which the practitioner has to deal. The present work, after a sketch of the law prior to 1906, presents a short summary of the Act of that year, classifying the subject under suitable heads, and then the body of the book is devoted to the text of the Act and the schedules, with expository notes. In these, the authorities on the Act, and also, so far as relevant, those on the earlier statutes, are stated. The two cases of *Dewhurst v. Mather* (1908, 2 K. B. 754) and *Hill v. Begg* (1908, 2 K. B. 802) have done something to clear up the question of casual employment, and the author suggests that the line must be drawn between the case of a man who is hired to come from time to time to do a job, although an actual date is never fixed—when the employment may be said to be regular—and that of a man who goes away after his job, and, for all the employer knows, may never come back again. The utility of the book would be increased by the introduction of marginal notes, and in the Table of Contents, which sets out the various sections of the Act, the subject-matter of the sections should have been stated. Without assistance of this kind a book cast in the form of a commentary on the text of a statute is not very easy to use. But the substance of the book appears to have been carefully compiled. There are a series of appendices containing the rules, forms, and fees under the Act of 1906, and other matter important for reference.

Books of the Week.

Small Holdings and Allotments: the Law relating thereto under the Small Holdings and Allotments Act, 1908, with an Introduction thereto and a Commentary thereon, together with Statutes referred to therein, and Rules, Regulations, Orders, and Forms thereunder. Second and Revised Edition. By GEORGE ARTHUR JOHNSTON, M.A. (Oxon.), J.P., Barrister-at-Law. Eppingham Wilson; Stevens & Sons (Limited).

A Digest of the Law of Bills of Exchange, Promissory Notes, Cheques, and Negotiable Securities. By Sir M. D. CHALMERS, K.C.B., C.S.I. Seventh Edition. Stevens & Sons (Limited).

Popular Government. Four Essays. I. Prospects of Popular Government. II. Nature of Democracy. III. Age of Progress. IV. Constitution of the United States. By Sir HENRY SUMNER MAINE, F.R.S. Popular Edition. Price 2s. 6d. net. John Murray.

Mackenzie and Woodcock's Digest of Licensing Cases, containing an Abstract of the Cases Decided under the Licensing and Revenue Acts relating to Intoxicating Liquors. Second Edition. By WILLIAM MACKENZIE, M.A., and H. DRYSDALE WOODCOCK, Barristers-at-Law. Butterworth & Co.; Shaw & Sons.

A Catalogue of Modern Law Works published during the Years 1865-1908, being a Supplement to the Bibliotheca Legum of Henry G. Stevens and Robert W. Haynes, Law Publishers, Booksellers and Exporters of Law and Miscellaneous Literature, 13, Bell-yard, Temple Bar, London, W.C.

Correspondence.

Land Transfer Reform.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—At the present time a Royal Commission is taking evidence (*in camera*, unfortunately) on the working of the system of compulsory registration of title that has been on trial as an experiment in the County of London since January, 1899. Criticism of the Land Registry Office might therefore in ordinary circumstances remain in abeyance pending inquiry, but the existing circumstances are so peculiar that I venture to call public attention thereto.

The Registry Office, realizing that it could not attempt to justify its procedure, has, during the actual process of tendering evidence, entirely altered its practice and introduced a new method of registering titles. Although the registry still offers a variety of titles ("Possessory," "Qualified," "Absolute," and "Good Leasehold") in place of the one simple absolute title of the ordinary conveyancing system, the process of obtaining one or another of the registered titles has been greatly elaborated.

The new rules came into operation on the 1st of January last. I will not dwell on their oppressive character except on one point—the serious increase in the registration fees.

Although the conditions of land tenure in this country and in the German-speaking nations (the only nations where the system of compulsory registration exists) are wholly dissimilar, the plea relied upon as justifying the introduction here of the German system, with its

unbending officialdom and stern coercion, was the alleged great saving in the expense of transferring property. The public were led to believe that after a property was once on the register the expenses on subsequent transactions would be lessened materially. This representation is now proved to be wholly unfounded.

Consequent on the fact that the operations of the registry have for the last few years resulted in a serious loss that had to be made up by the public, the new rules have largely increased the fees payable on all transactions after first registration. For instance, on the purchase or mortgage of a property for £3,000, the fees on first registration are £7, and the fees are increased to £9 on any subsequent dealing. The fees in the case of a mortgage are particularly oppressive. Outside the registration area the stamp duty payable on a transfer of a mortgage for £3,000 is 15s. (6d. per cent.). In the registration area the fee of £9 is payable in addition. This is truly a heavy price to pay for permitting, to use the words of Sir Joshua Fitch, "the dead hand of outside power to be thrust into the heart-strings of a living work."

The Land Transfer Act, 1862, which brought the Land Registry into existence proved a complete failure. Lord Cairns' Act of 1875 broke down as hopelessly. It is due, however, to Lord Cairns to say that he never believed in the Land Registry. The explanation he gave in 1879 was that "finding the State in the possession of the Office of Registry, which could not be displaced, and must be utilized, I did not consider at that time that I had any choice but to endeavour to do the best I could with it."

The sweeping reforms affected by Lord Cairns' Act of 1881, whereby conveyancing transactions are carried out to-day throughout the country at a minimum of trouble at a fixed moderate cost, completely disposed of the registration system with its variety of titles as a competing system. If Lord Cairns could once more revisit the earth, we can but faintly realize what his amazement would be in finding the Act of 1875, admittedly a dismal failure, now in compulsory operation in the County of London.

The friends and supporters of officialdom are so highly placed and so influential that it is doubly difficult to bring home to the public the real merits of the controversy. If this were possible, compulsory registration of title could not exist in this country a single day longer.

J. S. RUBINSTEIN.

5 and 6, Raymond-buildings, Gray's-inn, W.C., March 9.

CASES OF THE WEEK.

House of Lords.

KETTLEWELL v. REFUGE ASSURANCE CO. (LIM.). 5th March.

INSURANCE—LIFE—FRAUD OF INSURANCE AGENT—AVOIDANCE OF POLICY—SCOPE OF AGENT'S AUTHORITY—STATEMENT WHOLLY OUTSIDE HIS AUTHORITY—LIABILITY OF COMPANY.

Money received by an insurance company and paid to their agent by the assured upon a misrepresentation made by the agent, is money obtained by fraud, and can be recovered back from the company. It is no defence to such an action, whether brought for the return of the premiums paid on the faith of the misrepresentations or semble for a claim for damages, to allege that the misrepresentation was in respect of a matter wholly outside the agent's authority, and was therefore not binding on the company.

Appeal from the decision of the Court of Appeal (reported 52 SOLICITORS' JOURNAL, 158; 1908, 1 K. B. 545; 24 T. L. R. 216) dismissed.

Appeal by the company from an order of the Court of Appeal. The plaintiff, Sarah Jane Kettlewell, took out a policy of insurance with the defendant company through an agent, upon the life of her brother. After paying the premiums for one year she told the agent that she would not go on with the policy. The agent, however, induced her to do so by telling her that after she had paid five years' premiums in all she would be entitled to hold the policy free from further premiums. Relying on the unauthorised misrepresentation by the agent, she paid the premiums as they became due for four more years. She then declined to pay any longer, and the company, refusing to keep the policy alive, except upon the continued payment of premiums, the plaintiff sued in the Louth County Court to recover the premiums paid by her during the last four years as money had and received. The defendants pleaded that as, during the whole of the four years, she was protected against the contingency of the life insured dropping, there had not been a total failure of consideration, and that the policy could not be treated as void. The only claim the plaintiff had against them, if any, was one for damages. The Court of Appeal, affirming the decision both of the county court judge (Sir G. Sherston Baker) and of the Divisional Court (Phillimore and Bray, JJ.), held by Lord Alverstone, C.J., and Sir Gorell Barnes, P., Buckley, L.J., dissenting, that, the contract contained in the policy being under the circumstances voidable at the plaintiff's option, the fact that the defendants' having been at risk during the four years was no bar to the exercise of her option to avoid it, and that the premiums consequently could be recovered back. Lord Alverstone, C.J., also thought that the premiums

could be recovered back as damages in an action for deceit. Buckley, L.J., was of opinion that the plaintiff could recover the money paid as money obtained for the defendants by the fraud of their agent. The company appealed.

During the argument, Lord LOREBURN, C., said he agreed with the appellant's counsel that there were many cases where a distinction was drawn between a claim for damages and a claim for the return of money obtained by fraudulent misrepresentations, and that, technically possibly, this should have been a claim for damages. But he had no doubt that the defence in substance was an attempt by the company to keep money put in its pocket by the fraud of its agent. That they should be allowed to keep it was unheard of.

Without calling on the respondent,

Lord LOREBURN, C., moved that the appeal should be dismissed without giving any reasons.

Lords HALSBURY, ASHBURNE, MACNAGHTEN, and JAMES OF HEREFORD merely concurred. Appeal dismissed with costs.—COUNSEL, Manisty, K.C., W. H. Owen (*Neild* with them) for the appellants; H. M. Given for the respondent. SOLICITORS, Hopwood & Sons, for Charles M. Beaumont, Manchester; Clarkson, Greenwell, & Co., for John Barker, Grimsby.

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

GRIFFITHS v. FLEMING AND OTHERS. No. 1.
23rd Jan.; 2nd March.

INSURANCE—LIFE—INSURABLE INTEREST—MUTUAL INSURANCE BY MARRIED COUPLE—CLAIM BY HUSBAND ON DEATH OF WIFE—INSURANCES UPON LIVES ACT, 1774 (14 GEO. 3. C. 48)—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), s. 11.

An insurance society issued to a husband and wife a policy on their joint lives, the premiums to cease and the sum insured to become payable to the survivor of them upon the death of such one of them as should die first. The wife died first, and the husband claimed the insurance money. The company alleged that the husband had no insurable interest in his wife's life, and pleaded the statute of 1774.

Held by the Court of Appeal, affirming, although on different grounds, the decision of Pickford, J. (99 L. T. 29; 24 T. L. R. 700), that the husband could recover, as a married woman was entitled by section 11 of the Married Women's Property Act, 1882, to insure her own life and to nominate her husband to take her benefit of the sum insured at her death.

Appeal by the defendants, the trustees of the United Kingdom Temperance and General Provident Institution, against a judgment of Pickford, J., in an action to recover £500 upon a policy of assurance issued by the company upon the joint lives of the plaintiff and his wife Emma. The learned judge held that the plaintiff could recover on the ground that there was evidence that the wife used to perform household duties and to look after the children, and that the husband, on her death, had to incur extra expense and employ a servant. He was of opinion that in the Act of 1774 an "insurable" interest meant a "pecuniary" interest, and that the loss of the services rendered by the wife enabled the husband in this case to maintain the action. The defendants appealed. *Cur. adv. vult.*

VAUGHAN WILLIAMS, L.J., in giving judgment, said that the plaintiff claimed against the defendants as the trustees of the United Kingdom Temperance and General Provident Institution, as the surviving grantee of a policy of insurance dated the 8th of October, 1907, effected by the plaintiff and his wife with the company on their joint lives, the sum insured being £500, and profits in consideration of the premiums paid by the plaintiff and his wife Emma. They each paid a premium proportionate to their respective ages, the husband's being at the rate of £11 a year, while that payable by his wife, who was some three years his junior, was £9 a year. At the trial, the defence first raised was that at the time of the making of the policy the plaintiff had no insurable interest in the life of his wife, and, therefore, the action was not maintainable by reason of the prohibition against gambling in insurances upon lives contained in the Act of 1774, which made every insurance void made upon life or other event wherein the person, for whose account such insurance was granted, should have no interest. It further provided that the name of the person must be inserted in the policy, and in all cases, where the assured had an interest in such life or event, no greater sum should be recovered or received from the insurer than the amount or value of the interest insured. In the second place, the defendants pleaded that the wife had committed suicide; but that defence was afterwards abandoned, because it transpired that no medical evidence had been given to support that plea at the inquest. In the third place, it was contended that the defendants had received no satisfactory evidence of the title of the plaintiff; and, fourthly, that the whole of the first and only premium in respect of the policy was paid by the plaintiff, which was not denied. In reply, the plaintiff said that himself and his wife were joint insurers in the sum of £500, which sum was to be paid to the survivor of them, and that in such circumstances each had an insurable interest in the life of the other. He could not find in the authorities a presumption that the husband had an insurable interest in the life of his wife, though there seemed some authority for saying that the wife had an insurable interest in that of her husband. His lordship pointed out that by

section 11 of the Married Women's Property Act, 1882, and if such policy was expressed to be for the benefit of the husband and children, or any of them, the policy would create a trust in favour of the objects therein named. It seemed to his lordship that this section was applicable to the present case. The husband was entitled to insure his life for the benefit of his wife, and by this section the wife could insure her life in trust for him. Treating the policy in this way, it was necessary to go into the evidence, as had been done at the time, with a view of discovering if the husband had an insurable interest, the judge at the trial treating the word "interest" as being equivalent to pecuniary interest. He agreed with Pickford, J.'s ultimate decision—that judgment should be entered for the plaintiff—on the ground that the husband had an interest in his wife's life, but not for the reason given by that learned judge. The result would be that this appeal would be dismissed with costs.

FARWELL, L.J., in the course of his judgment, said it was perfectly clear from the proposal form that the wife desired to insure her own life for the benefit of her husband, contingently on his surviving her. Since 1882 there was nothing to prevent a married woman, any more than a married man, insuring her own life and nominating who she would take the benefit under the policy on her death. It was the duty of an insurance office to issue the policy in such a form as to carry out the intention of the proposer. It was within the power of a Court of Equity to construe a policy so as to give effect to the obvious intention of the proposer, if there was a variance between the policy and the proposal form, which was really the basis of the contract. This was an arrangement for mutual insurance, and the survivor in either case, in his opinion, could recover upon the policy.

KENNEDY, L.J., said he entirely concurred in the judgment of Farwell, L.J. The appeal was dismissed with costs.—COUNSEL, for appellants, J. A. Simon, K.C., and J. B. Porter; for respondent, Langdon, K.C., and Cuthbert Smith. SOLICITORS, Francis Howse & Eve, for appellants; A. V. Hammond, Bradford, for respondent.

[Reported by ESKINE REID, Barrister-at-Law.]

CHAPMAN v. SMETHURST. No. 1. 4th March.

COMPANY—PROMISSORY NOTE—SIGNATURE BY DIRECTOR OF COMPANY—PERSONAL LIABILITY—COMPANIES ACT, 1862, s. 47.

The managing director of a company, which had power to borrow on promissory notes, signed a promissory note, "J. H. Smethurst's Laundry and Dye Works (Limited), J. H. Smethurst, Managing Director."

Held, reversing the decision of Channell, J. (1908, 1 K. B. 73), that as the authority of the drawer to make the note on behalf of the company was admitted, and there was no evidence to show that he signed the note otherwise than as agent for the company, the note must be treated as the company's note, for which the managing director incurred no personal liability.

Appeal by the defendant from a judgment of Channell, J., in an action brought on a promissory note. The note, which was dated in September, 1900, was in the following terms: "Six months after demand I promise to pay to Mrs. M. Chapman the sum of £300 for value received, together with 6 per cent. interest per annum.—J. H. Smethurst's Laundry and Dye Works (Limited), J. H. Smethurst, Managing Director." The words "J. H. Smethurst's Laundry and Dye Works (Limited)" and "Managing Director" were impressed from a rubber stamp, the remainder of the note being in writing. The money had been borrowed by the defendant from the plaintiff for the company (of which the plaintiff was one of the two directors and the holder substantially of all the ordinary shares) for the purpose of improving the company's premises, and the money was applied for that purpose, and the interest was paid by means of the company's cheques. It was admitted (1) that the company had power to borrow money; (2) that the defendant had authority to make the note on the company's behalf. For the plaintiff it was contended that the defendant was personally liable on the note; for the defendant that the note was not his note, but the note of the company. Channell, J., held that the plaintiff was personally liable, as he had not qualified his promise to pay by any words shewing that he signed merely as agent for the company, and accordingly judgment was entered for the plaintiff. The defendant appealed.

VAUGHAN WILLIAMS, L.J., said there was no question as to the authority of the defendant in this case to draw the note *quod* director, and therefore all the court had to do was to see whether the company could have been sued upon it. Here he thought the note was so drawn as to bind the company, and the form of it was such that no question of joint liability or joint makers could possibly arise. The appeal must be allowed.

KENNEDY and JOYCE, L.J.J., gave judgment to the same effect.—COUNSEL, *Heald*, for the defendant; *Barnard Lailey*, for the plaintiff. SOLICITORS, Morten & Cutler; Mackrell & Ward, for H. J. Whitehead & Son, Cambridge.

[Reported by ESKINE REID, Barrister-at-Law.]

CUENOD & CO. v. LESLIE. No. 2. 15th Feb.; 4th March.

HUSBAND AND WIFE—WIFE'S TORT—LIABILITY OF HUSBAND—JUDICIAL SEPARATION—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT., c. 65), s. 26.

Section 26 of the Matrimonial Causes Act, 1857, relieves a husband from liability for a tort committed by his wife during coverture, when

a decree for judicial separation has been pronounced before the trial of the action for tort, though after the issue of the writ.

This was an appeal from a decision of Ridley, J. The action was brought by the plaintiffs, who are bankers at Vevey, Switzerland, to recover a sum of money alleged to have been obtained by the female defendant by fraud. Mrs. Leslie opened an account with the plaintiffs, and asked them to buy certain securities for her and cash her cheques. She presented a cheque on a bank in America, which they cashed. When they presented that cheque it was not honoured. Mr. Leslie subsequently learned that his wife had been convicted for obtaining money by false pretences. He then left her, and she took proceedings for restitution of conjugal rights, which, on the 10th of June, 1907, resulted in a decree for judicial separation. The writ in the present action was issued in November, 1906. The wife did not appear to defend the action, but on behalf of the husband it was contended that under the 26th section of the Matrimonial Causes Act, 1857, the decree of judicial separation was a complete answer to the claim. Ridley, J., was of opinion that the husband was liable, and he gave judgment for the plaintiffs against both defendants for £631 7s. 6d., with costs. The husband appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises the question of the liability of a husband in respect of a tort committed by his wife during the coverture where a decree for judicial separation has been obtained in the course of the action and before judgment. The plaintiffs are foreign bankers, who had dealings in Switzerland with Mrs. Leslie, a woman who was possessed of separate estate. She opened an account with the plaintiffs by means of an American cheque. They purchased for her certain bearer bonds, and she subsequently, by false pretences and fraudulently, obtained the possession of the bonds and converted them. Now it is admitted that the husband would not be liable in the circumstances of this case if the plaintiffs' claim is based upon contract, as distinct from tort, and I assume in favour of the plaintiffs that the tort in the present case was not so connected with the contract as to prevent the plaintiffs from treating it as a pure tort. The action was commenced on the 1st of November, 1906, and on the 10th of June, 1907, a final decree of judicial separation was pronounced in the Divorce Court in England. Ridley, J., has given judgment for the plaintiffs against the husband, who has presented the present appeal. It has been decided in this court in *Earle v. Kingscote* (1900, 2 Ch. D. 585), following a decision of a Divisional Court in *Seroka v. Kattenburg* (17 Q. B. D. 177), that the Married Women's Property Act, 1882, has not altered the law as to the husband's liability. This decision is binding upon us, and I shall therefore treat the case in the same way as it would have been treated in the year 1880. It is often said that a husband is liable at common law for his wife's torts committed during coverture. This language is sometimes used as though it implied a personal liability on the husband to the fullest extent. I think the true proposition is that at common law the husband and wife were liable to be sued jointly and to satisfy the judgment obtained in the action. If, however, the wife dies before judgment, the husband is not liable. In the language of Erle, C.J., "marriage does not give a cause of action against the husband. Whilst the husband lives and the relation continues he must be joined in all actions for his wife's debts and trespasses. If the husband dies, the action goes on against the wife. If the wife dies, the action abates, because the husband is not liable": *Capel v. Powell* (17 C. B. N. S. 743). The husband, in truth, was only joined for the sake of conformity, and not with the view of asserting any individual right against him. It has even been held that notwithstanding a finding by the jury that the wife only was guilty, and not the husband, judgment must nevertheless be entered for the plaintiffs. It remains to consider the effect of a decree of judicial separation, and this depends upon section 26 of the Matrimonial Causes Act, 1857. That section enacts not merely that the wife "in the case of a judicial separation shall be considered a *feme sole* for the purpose of contract and wrongs and injuries and suing and being sued in any civil proceeding," but also that "her husband shall not be liable in respect of any engagement or contract she may have entered into or for any wrongful act or omission by her or for any costs she may incur as plaintiff or defendant." In my opinion that section precisely meets the present case, and is a distinct provision that the husband, who was not liable until judgment, but who might have been made liable by continuing the action to judgment, was no longer to be liable, and on that short ground the appeal must be allowed and judgment entered for the defendant.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments allowing the appeal.—COUNSEL, for appellant, *Lush, K.C.*, and *George Wallace*; for respondent, *Pollock, K.C.*, and *Simmons*. SOLICITORS, *E. F. Turner & Sons*; *Slaughter & May*.

[Reported by J. I. STRLINGS, Barrister-at-Law.]

GOSNEY v. BRISTOL, WEST OF ENGLAND, AND SOUTH WALES OPERATIVES' TRADE AND PROVIDENT SOCIETY. No. 2. 1st March.

TRADE UNION—BENEFIT SOCIETY—RULES OF SOCIETY—ACTION AGAINST SOCIETY BY MEMBER—TRADE UNION ACT, 1871 (34 & 35 VICT. c. 31), ss. 4, 23—TRADE UNION ACT, 1876 (39 & 40 VICT. c. 22), s. 16.

A society which is really a mutual insurance society against sickness and loss of wages from any cause, whether shortness of work or voluntary abstention of work, does not become a trade union, and, consequently, an unlawful body, either because it calls itself a trade union or

because its rules provide for the receipt of strike pay by its members. A member, therefore, can bring an action against such a society to enforce its rules; and even if one rule were in restraint of trade and therefore illegal, it would not prevent the court from exercising jurisdiction for a breach of other rules not open to that objection.

This was an appeal against the decision of a Divisional Court, consisting of Channell and Sutton, JJ. The action was brought in the Aberdare County Court by a member of the society to recover the sum of 2s. 6d., the amount of a fine alleged to have been illegally imposed upon him under the rules of the society. The defence was that the society was not a friendly society, but a trade union, and consequently that the plaintiff could not enforce his claim against it by reason of section 4 of the Trade Union Act, 1871, which provides that no court shall entertain any legal proceedings instituted for the object of directly enforcing or recovering damages for the breach of certain agreements there specified between members of trade unions, or between members and the union. The society had been registered under the Trade Union Acts, 1871 and 1876. The general objects of the society, as shown by rule 2, were to give relief to subscribers when out of work, not only by reason of illness or accident, but also in other cases, and particularly when out of work owing to strikes or trade disputes. Members might subscribe to the sick fund without being "trade members" under rule 40, and becoming entitled to what were called trade benefits; the plaintiff was a full member. Clause 1 of rule 2 provided for trade benefit to existing members as per rule 40. Clauses 2, 3, and 4 related to sickness, funeral expenses, and superannuation, 6 and 7 to surgical and legal assistance, and 8 was, "To regulate the relations between employers and workmen." By clause 1 of rule 40 trade members were entitled to the following benefits:—Dispute pay, travelling relief, and assistance to sue employers for compensation under the Employers' Liability and Workmen's Compensation Acts. Clause 2 of the same rule was as follows: "Strike pay will only be paid in support of members endeavouring to secure an advance of wages or resisting a reduction of same, resisting an increase of the hours of labour, and, when desirable, endeavouring to secure a reduction of same." Clause 4 provided that should a strike take place, all members who were entitled to trade benefit under the rule should receive pay at the rate of 1s. 8d. per day, not to exceed six weeks. If the strike continued the executive committee were empowered to continue pay for a longer period if they upon consideration deemed it necessary. By clause 6 no officer or member of the society was authorized or permitted to take any active interest in, aid in any way, or otherwise assist, any trade movement except in his private capacity. The plaintiff's complaint was that when on sick pay he was fined 2s. 6d., and had that sum deducted from his sick pay under the rules of the society for having been out of doors after a certain hour, and the object of this action was to recover the 2s. 6d. which he alleged had been improperly deducted from his sick pay. The county court judge allowed the objection raised by the defence, and decided that he had no jurisdiction to try the case, and on appeal to a Divisional Court it was held that though the great majority of the rules, and many of the objects of this society, were not only unobjectionable, but even laudable, yet there was enough to show that a main object of the society was to interfere with the free course of trade in such a way as to make it a society the rules of which could not, prior to 1871, have been enforced. That being so, the decision of the county court judge was right in substance, and the appeal was dismissed. From this decision the defendant appealed to the Court of Appeal.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., stated the facts, and read the rules, and continued: Now, there is nothing illegal in a strike, although it may be attended with circumstances, such as breach of contract or intimidation, which make it illegal: *Lyons v. Wilkins* (1896, 1 Ch. 811, 822, 828). Nor is there anything illegal in contributing for the support of strikers: see *Denaby and Cadeby Main Collieries (Limited) v. Yorkshire Miners' Association* (22 T. L. R. 543; 1906, A. C. 384, per Lord Loreburn, pp. 393-4, Lord James of Hereford, p. 406). There is nothing in the rules which authorizes the calling out of members or the assisting a strike, and section 6 shows that any such action is expressly prohibited. It seems to me that the society is really a mutual insurance society against sickness and loss of wages by reason of shortness of work (called travelling relief, rule 7), or by reason of voluntary abstention from work (called strike pay). It is a harmless friendly society, and there is nothing unlawful in its objects. The judgment of this court in *Seroka v. Kattenburg* (24 Q. B. D. 252) applies to the present case. Even if one particular rule in a society of this nature could be pointed out as being in restraint of trade, it would not prevent the court from exercising jurisdiction for a breach of other rules not open to that objection. But, in my opinion, there is no such objectionable rule in the present case. It follows that, in my opinion, the county court judge was wrong in declining jurisdiction. I have carefully read and considered the judgment of Channell, J. His general propositions seem to me to be perfectly accurate, and he evidently felt considerable hesitation in applying them to the present case. He stated that there was less to point to as showing illegality in the rules of this society than in any one which has yet been held by the courts to be illegal, but he considered there was just sufficient to make the society illegal. With great respect to the learned judge, I think this society is just inside the limits of legality. The orders of the county court and the Divisional Court must be discharged, and the case must be remitted to the county court to be heard on its merits. The respondents must pay the costs in both courts and of this appeal.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgment allowing the appeal.—COUNSEL, for appellants, *Lush, K.C., Compton, and W. F. Ball*; for respondents, *Simon, K.C., and T. B. Napier*. SOLICITORS, *Smith, Rundell & Co.*, for *W. R. Edwards, Aberdare; Raule, Johnstone, & Co.*, for *Benson, Carpenter, Cross, & Williams, Bristol*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

PORTER v. LONDON AND MANCHESTER INSURANCE CO.

Div. Court. 4th March.

COUNTY COURT—PROCEDURE—DEFENDANT LIVING AT A DISTANCE, SUE WHERE CAUSE OF ACTION AROSE—PLAINTIFF TO GIVE SECURITY—ORDER BY REGISTRAR—NO APPEAL FROM, TO JUDGE—COUNTY COURT RULES, 1903 AND 1904, ORD. 12, RR. 9 AND 11 (8).

Where a plaintiff has obtained leave to bring an action in the county court of a district where his cause of action wholly or in part arose, under section 74 of the County Courts Act, 1888, and the defendant, residing more than 20 miles from the court, sends to the registrar, pursuant to ord. 12, r. 9, of the County Court Rules, 1903 and 1904, an affidavit which appears to the registrar to disclose a good defence upon the merits, and the registrar orders the plaintiff to deposit in court the sum of £20, no appeal lies to the county court judge under ord. 12, r. 11 (8), from the registrar's decision.

This was an appeal from the county court. A plaintiff obtained leave to sue the defendant in the Chorley County Court, the cause of action being wholly or in part within the district of that court. The defendant, who lived more than 20 miles from that court, thereupon sent to the registrar an affidavit pursuant to rule 9 of order 12 of the County Court Rules, 1903 and 1904, which was said to disclose a good defence to the action upon the merits, and the registrar called upon the plaintiff under that rule to deposit £20 in court. Against this order the plaintiff appealed to the county court judge, who held that the registrar was a *persona designata* under rule 9 to finally determine the matter, and that no appeal lay to him under rule 11 (8) of order 12 from that determination. It appeared that he also went into the merits, and held that there was no reason for disturbing the registrar's order. From the decision of the county court judge the plaintiff appealed. By section 74 of the County Courts Act, 1888 (51 & 52 Vict. c. 43): "Except where by this Act it is otherwise provided, every action or matter may be commenced in the court within the district of which the defendant or one of the defendants shall dwell or carry on his business at the time of commencing the action or matter, or it may be commenced by leave of the judge or registrar in the court within the district of which the defendant or one of the defendants dwell or carried on business, at any time within six calendar months next before the time of commencement, or with the like leave in the court in the district of which the cause of action or claim wholly or in part arose." By ord. 12, r. 9, of the County Court Rules, 1903 and 1904: "Where the residence or place of business of a defendant is more than twenty miles distant from the court in which the plaintiff is entered, he may, not later than five clear days at least before the return day of the summons thereon, forward by registered post letter to the registrar of such court an affidavit disclosing a good defence upon the merits of the action. The registrar upon receipt of such affidavit, if satisfied that it discloses such a defence, shall forthwith by notice, according to the form in the appendix, call upon the plaintiff to deposit in court, within two clear days from the date of the notice, such a sum as the registrar may, having reference to all the circumstances of the case, direct. The registrar shall, where the deposit is made or not made, or the affidavit does not disclose a defence, send notice to the defendant according to such one of the forms in the appendix as shall be applicable to the case; and where the deposit is not duly made the action shall be struck out." By ord. 12, r. 11: "Where by any statute or by these rules any interlocutory application is expressly or by reasonable intendment directed to be made to the court, or to the judge, or to the judge or registrar, or to the registrar, then, subject to the provisions of the particular statute or of the particular rule applicable thereto, and so far as the same shall not be inconsistent therewith, the following provisions shall apply: . . . When the application may under the particular statute or rule be made to the registrar, and is so made, the following additional provision shall apply. (7) The registrar may, if in doubt as to the proper order to be made, refer the matter to the judge forthwith, or at the next court day, or at the trial. (8) The judge may vary or rescind any order made by the registrar, and may make such order as may be just, and, if necessary, adjourn the trial."

DARLING, J.—I think that the decision of the county court judge was right. The words to be construed are those in ord. 12, rr. 9 and 11 (8), of the County Court Rules, 1903 and 1904. [The learned judge read rule 9.] In this case under this rule the plaintiff was allowed to sue in the district of the Chorley County Court on the terms of bringing into court the sum of £20. If that sum is not brought into court the action will be struck out. That looks at first as if it were a very arbitrary proceeding. But the plaintiff was not bringing his action in the court where the defendant dwells or carries on business, and if the action is struck out the only result will be that the plaintiff

will have to bring his action in the ordinary court. We think that rule 11 (8) of order 12 gives no appeal from the decision of the registrar. [The learned judge read rule 11 (8).] I do not think that this provision was intended to apply to the procedure dealt with under rule 9. I do not think the procedure in rule 9 is an interlocutory application within the meaning of rule 11 (8). The procedure under rule 9 is peculiar. The defendant is to send by registered letter to the registrar an affidavit disclosing a good defence to the action upon the merits, and the registrar is to make an order, the extreme result of which is that the plaintiff may not sue in that court unless he gives the amount of security ordered. It may well be that the Legislature considered there should not be the expense of an appeal in such a case. In the result I think the decision of the county court judge was right when he said that the registrar had absolute power to determine the amount of the security. Further, I think the county court judge did consider the case upon the merits, although he thought he had no power to do so. From what I see myself of the affidavit, I should have thought the order of the registrar was most reasonable, especially having regard to what is the only consequence to the plaintiff if he does not obey the order. We think, therefore, that the decision of the county court judge was right in law, and also that he determined the question as one of fact.

WALTON, J.—I agree. In this case the plaintiff did, but the defendant did not, reside in the district of the Chorley County Court. The plaintiff, therefore, could not sue the defendant as of right in that district, but only by leave of the judge or registrar under section 74 of the County Courts Act, 1888. He obtained leave under that section from the judge or the registrar, the cause of action arising wholly or in part in that district. By ord. 5, r. 13 (6), where such leave is asked: "The judge or registrar shall duly consider the facts disclosed by the affidavit, and shall exercise his discretion in each case as to the grant or refusal of leave in accordance with the circumstances." Now that application for leave is *ex parte*, there is no provision giving the defendant power to attend on that application. When leave is granted it is very doubtful at all events whether there is any appeal from the grant. And that view is supported by the provisions of ord. 12, r. 9, which afford a remedy to the defendant where such a course has been taken, because that rule provides that the defendant may send an affidavit to the registrar, and if that affidavit discloses a clear defence upon the merits the registrar is to call upon the plaintiff to deposit a sum of money in court as security, and where he does not do so the action is to be struck out; in other words, the leave that has been given unconditionally becomes conditional leave. Now, is this proceeding an interlocutory application within the meaning of ord. 12, r. 11 (8)? I do not think that the exercise of his discretion by a judge or registrar in giving such leave is an interlocutory application. I do not think it was intended that there should be any appeal at all in such matters. It is merely part of the machinery which should be observed in the case where a plaintiff wishes to take proceedings in the court of the district where the cause of action partly or wholly arose, probably the district where he resides. In my opinion therefore there is no appeal to the judge from the registrar's decision, and the money not being deposited in court the action will be struck out, and the plaintiff must bring his action in the court of the district where the defendant dwells or carries on his business.—COUNSEL for appellant, *Compton Smith*; for respondent, *Ernest Wild*. SOLICITORS, *Rawlings & Butt*, for *J. H. Neville, Chorley*; *Coode, Kingdon, & Cotton*, for *J. C. Milton, Chorley*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Solicitors' Cases.

Re TWO SOLICITORS AND AN UNQUALIFIED PERSON. *Ex parte THE INCORPORATED LAW SOCIETY*. C.A. No. 1. 17th Feb.

SOLICITOR—MISCONDUCT—KNOWINGLY PERMITTING UNQUALIFIED PERSON TO USE NAME—DENIAL OF ALL KNOWLEDGE OF THE FACT BY SOLICITOR—INFERENCE BASED ON SUSPICION OR SUPPOSITION—DISCRETION AS TO STRIKING OFF ROLL—SUSPENSION—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 32.

Where a solicitor knowingly permits an unqualified person to use his name contrary to section 32 of the Solicitors Act, 1843, the court has no discretion to inflict a less punishment on the solicitor than that of striking him off the roll. So held by the Divisional Court, following *Re Kelly* (1895, 1 Q. B. 180). But where on appeal the solicitor denies that he in fact knew what was being done by the unqualified person, the inference to be drawn from the solicitor's conduct to the contrary gives the court a discretion, as, the proceedings against the solicitor being of a quasi-criminal character, such a charge cannot be held to be established on suspicion or supposition, and the court in that case has discretion to punish the offence by suspension.

This was an appeal by Henry Richard Newson, a solicitor, against an order of the Divisional Court (Lawrance, Jelf, and Sutton, JJ.), dated the 29th of July, 1908, directing that the name of the said solicitor should be struck off the roll of solicitors of the Supreme Court at the expiration of three calendar months from the date of the order on the ground of his misconduct as solicitor, and particularly for having wilfully and knowingly permitted and suffered his name to be made use of in divers actions, suits and matters upon the account or for the profit of an unqualified person, he knowing such person not to be duly qualified, contrary to the enactment of section 32 of the

Solicitors Act, 1843. The facts proved were that the solicitor had permitted one Hardcastle, who was not a qualified person, to have his name painted upon the door of his office. That Hardcastle had acted as solicitor in at least one action, and had carried in a bill of costs. That after the date when this fact was admittedly known to Mr. Newson, he had continued to allow Hardcastle's name to remain on his door. The statutory committee, mainly from that fact, drew the inference that, whether or not Mr. Newson participated in the profits made by Hardcastle, the fact that the latter was carrying on litigation for clients was known to the former. Mr. Newson absolutely denied any knowledge of what Hardcastle was doing, or that he had ever received a penny of the money so earned, and gave as the reason that he did not at once have Hardcastle's name painted out when the matter was brought to his notice that he was shortly going to move his office. The Divisional Court found the charge sufficiently proved, and, as stated above, ordered the name of Mr. Newson to be struck off the roll. Mr. Newson obtained leave to appeal, and argued his appeal in person. Counsel for the Law Society having been heard,

VAUGHAN WILLIAMS, L.J., said that in *quasi-criminal* proceedings of this kind the court ought not to be satisfied with mere suspicion or supposition. The question was whether there was sufficient evidence against the solicitor to enable the court to say definitely that the charge of "wilfully and knowingly permitting or suffering" his name to be used by an unqualified person for profit had been established. His lordship referred to the facts, and, continuing, said that, while the court was of opinion that it could not be said that Mr. Newson was wilfully and knowingly guilty of unprofessional conduct, it was plain, on the admission of the solicitor himself, that he had been guilty of very grave misconduct in that he, to use Mr. Newson's own words, "unfortunately allowed" the unqualified person in question the control of an action to the extent he did. It was a very grave offence, because it was to the interest of the public generally that solicitors should not in any way allow their names to be used for the profit of unqualified persons who appeared in litigation for clients. Under the circumstances, although the court relieved Mr. Newson from being struck off the roll, they suspended his certificate for two years from this date.

FARWELL and KENNEDY, L.J.J., agreed.—COUNSEL, the appellant in person; for the Law Society, F. W. Hollams. SOLICITOR, *The Solicitor to the Law Society*.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

New Orders, &c. The Spring Assizes.

The *London Gazette* of Tuesday last contains two lengthy Orders in Council under the Spring Assizes Act, 1879. The first Order unites the Northern and Salford Divisions as defined by the Order in Council of the 4th of May, 1864, of the County of Lancaster, for the purpose of the next Spring Assizes, under the name of the Spring Assize County, No. 2. The assizes for the said Spring Assize County are to be held in Manchester, and it is provided that the Court at the said Spring Assizes at Manchester shall have jurisdiction to try any prisoner committed in the said Spring Assize County who may be brought before it, and shall have the same powers with respect to the trial of and passing sentence upon such prisoner as a Court of Oyer and Terminer and Gaol Delivery would have had at the Assizes in the county where, but for the said Spring Assizes Act, 1879, such prisoner would have been tried.

The other Order unites the North and East Riding Division and the West Riding Division (as defined by the Order in Council of the 10th of June, 1864) of the County of York and the County and City of York, for the purpose of the next Spring Assizes, under the name of the Spring Assize County, No. 3. The assizes for the said Spring Assize County are to be held at Leeds, and it is provided that the Court at the said Spring Assizes at Leeds shall have jurisdiction to try any prisoner committed in the said Spring Assize County who may be brought before it, and shall have the same powers with respect to the trial of and passing sentence upon such prisoner as a Court of Oyer and Terminer and Gaol Delivery would have had at the Assizes in the county where, but for the said Spring Assizes Act, such prisoner would have been tried. Numerous consequential provisions are contained in each of the Orders.

Societies.

Norfolk and Norwich Incorporated Law Society.

The following are extracts from the report of the committee of this society:—

Members.—The number of members is now eighty-one, of whom two are life members and sixty are members of the Law Society. The number of barristers, justices of the peace, and others not being members of the society, who subscribe to the law library is six, of whom one is a life member. The committee has to record with much regret the deaths of Mr. T. C. Blofeld and Mr. S. Gurney Buxton, who have been subscribers to the law library since its formation.

Library.—During the year twenty-seven volumes have been added to the library. The committee has to thank the town clerk for supplying

a print of the Local Government Board's Provisional Orders Confirmation (No. 13) Act, 1907, and for his promise to supply copies of all local Acts in future.

Practice.—A question as to the lessee's liability in respect of the costs of lease having been raised by a member, the following resolution was unanimously passed by your committee: "That in the absence of arrangement, the practice in Norfolk and Norwich on the granting of a lease at a rack rent is for the lessee to pay one-half only of the lessor's costs for the preparation of the lease and counterpart, including stamps." In answer to a question from the Council of the Law Society as to the practice in this district, a copy of the foregoing resolution was forwarded. The Council made the inquiry with a view to issuing a new edition of the Practice and Usage in the Solicitors' Profession. A member of the society drew the attention of the committee to the practice of newspapers advertising to give replies upon questions of law, and particularly to a paragraph in "Answers." Your committee communicated with the Law Society, and received a reply that the question had been considered several times by the Council, but that as the law stands the Law Society has no power to enforce the discontinuance of such advertisements.

Land Transfer.—The question of compulsory registration of title to land is once more before us. A Royal Commission has been appointed to inquire into and report on the working of the Land Transfer Act and as to whether any amendments are desirable. The profession is profoundly dissatisfied with the constitution of the Commission, from which those most intimately acquainted with the conduct of conveyancing (with the single exception of Mr. R. Pennington) are excluded. At the last annual provincial meeting of the Law Society, resolutions were passed urging that the Commission should consider whether some amendment of the present law and practice might not be preferable to compulsory registration, and that the representation of the profession on the Commission should be increased and the evidence taken in public, but none of these suggestions have been entertained. The matter has received considerable attention from a special committee appointed by the Associated Provincial Law Societies, and that committee is preparing evidence to put before the Commission. Your committee passed the following resolution: "That it is most undesirable to extend the system of compulsory registration of land, inasmuch as such a system involves great inconvenience and delay, unnecessary expense, and objectionable publicity, whereas under the existing system of conveyancing, transfers of land are effected speedily and at moderate cost and without disclosure to other persons than the parties concerned." And also prepared a report for the use of the special committee to assist in the evidence to be prepared. Mr. Pennington, at a meeting of the Associated Provincial Law Societies, held in November last, stated that he considered it unlikely the Royal Commission would report adversely to the registry or against compulsion, and, moreover, that a great effort was being made to get rid of the county council petition clause contained in the Land Transfer Act. He advised the Provincial Societies to furnish evidence as to the cheapness and convenience of the present system of conveyancing. Members are accordingly requested to communicate to the honorary secretary without delay any particulars likely to be of service in this respect. The Conveyancing Bill and the Settled Land Bill for simplifying conveyancing, promoted by the Law Society with the co-operation of the General Council of the Bar, have now been introduced into Parliament in six sessions, but have not yet been passed into law.

County Courts.—In July last the Lord Chancellor appointed a committee to consider the relations now subsisting between the High Court and the county courts, and to report whether any and what alteration or modification should be made in those relations, and consequently in the procedure and practice of the county court. Your committee decided to leave the consideration of the question to the Law Society and the Associated Provincial Law Societies to deal with. The committee of the Law Society have reported to the Lord Chancellor that they do not consider it desirable that the county courts should become constituent parts of the High Court, and suggested (amongst other things) that the jurisdiction of the registrars should be extended, that in cases over £20 the defendant should be requested to give short particulars of defence, that the regulations as to appearance by agents other than counsel or solicitor should be strengthened so as to prevent debt collectors appearing as advocates under the guise of witnesses, and that the county court fees payable require reconsideration.

Small Probate Cases.—*Personal Applications.*—The authorities are contemplating the extension of the power of Inland Revenue officials with regard to these cases, from estates of £500 to estates of £1,000. The Council of the Law Society having been informed of the proposal, at once communicated with the Chancellor of the Exchequer requesting to have the opportunity of stating to him their views on the matter, and he has acceded to the suggestion, and the statement is now in course of preparation.

Public Trustee.—All members of the society have doubtless been favoured with copies of the green pamphlet issued by the Public Trustee. Your committee consider that touting for business by a public official is to be deprecated.

Comments on Solicitors.—Having regard to the undeserved comments on solicitors which so constantly appear in the press, it may be of interest to note that there are now about 17,000 members of the profession, and that, taking the average during the last five years, in only twenty cases per annum have allegations against solicitors been established before the Discipline Committee.

Sussex Law Society.

The annual meeting of the Sussex Law Society was held on the 3rd of February, 1909, at the Law Library, Brighton, Mr. H. M. Williams (president) in the chair.

The committee's report and the accounts were adopted, and directed to be sent to all solicitors practising in Sussex.

Mr. W. F. Verrall, of Worthing, was elected president for the ensuing year.

The committees were elected as follows:—General Committee: M. S. Blaker, H. Cane, C. Somers Clarke, H. F. Gates, E. W. Hobbs, R. B. Pope, and A. C. Woolley, together with the president, the ex-president, and the honorary secretaries. Library Committee: H. Cane, J. H. Sussex Hall, E. W. Hobbs, C. V. Johnson, K. Loader, F. B. Stevens, H. M. Welsford, the president, and the honorary secretaries. Education Committee: The president, T. Eggar, A. O. Jennings, R. B. Pope, F. B. Stevens, and A. C. Woolley. Messrs. J. W. Howlett and A. C. Borlase were re-elected honorary secretaries and treasurers. It was decided to hold the annual dinner on the 22nd of February.

The following are extracts from the report of the General Committee:—

Members.—At the present time there are ninety-eight members of the society, of whom seventy-two practise in Brighton and Hove and twenty-six in other parts of Sussex. There are also five subscribers to the library. At the end of 1907 there were ninety-six members and five subscribers. The committee would like to see the number of country members largely increased. They would desire to point out that, where a partner in a firm practising in Brighton or Hove has paid one entrance fee, any other member of the firm is exempt from paying any entrance fee. Country members pay no entrance fee, and a subscription of only £1 1s. instead of £2 2s. The committee have to record with much regret the death during the past year of Mr. T. P. Harker, who had been a member of the society for a great many years.

Library.—The library has been kept up to date, and last year 6,601 volumes were taken out, as against 6,259 in 1907.

Education Classes.—The Final Class under the charge of Mr. F. B. Stevens, B.A., LL.B., and the Intermediate under that of Mr. Harold M. Blaker, have been continued with considerable success. During the past year on the average seven students have attended the Final Class and five the Intermediate. As showing how much the education classes are appreciated, it may be mentioned that at the present time students from Hastings, Worthing, and Uckfield are attending the Final Class. The four students who went up for the Intermediate Examination in June were successful. The Law Society have promised to continue for 1909 their grant of £50 towards the promotion of legal education. The committee are greatly indebted to Mr. Stevens and Mr. Blaker for taking the classes, and they trust that principals will do their utmost to induce their articled clerks to join the classes and also the Students' Debating Society.

Land Transfer.—The Royal Commission on Land Transfer is now sitting, and it is clear that great efforts are being made in certain quarters to extend the Land Transfer Act to the country at large. Any solicitor who is willing to give evidence or who can give particulars of cases within his own knowledge where registration has caused considerable delay or expense, or is otherwise objectionable, is requested to communicate immediately with Mr. F. S. Pearson, solicitor, 29, Temple-row, Birmingham, secretary to the Land Transfer Sub-Committee, who has been appointed on behalf of the Provincial Law Societies to get up the case against any extension of the Act.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 4th of March, Mr. Pretor W. Chandler being in the chair. The other directors present were Mr. S. J. Daw, (treasurer), Mr. R. J. Pead, Mr. J. E. W. Rider, Mr. A. Toovey, Mr. J. Vallance, Mr. W. M. Woodhouse, and the secretary (Mr. E. E. Barron). A sum of £30 was voted in relief of two deserving cases, two life members and nine new annual subscribers were elected, and other general business was transacted.

Society of Chairmen of Quarter Sessions.

A meeting of this society was held on Tuesday at the Guildhall, Westminster, when Lord Cross (president of the society) took the chair. The society considered the following Parliamentary Bills and discussed other matters affecting quarter sessions:—Contamination of Children Bill, Licensing Justices Bill, Sale of Intoxicating Liquors on Sunday Bill.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors of this association was held at the Law Society's Hall, Chancery-lane, London, on the 10th inst., Mr. Walter Dowson in the chair, the other directors present being: Sir George Lewis, Bart., Messrs. W. C. Blandy (Reading), A. Davenport, Charles Goddard, W. H. Gray, L. W. North-Hickley, C. G. May, W. A. Sharpe, John Shelly (Plymouth), R. S. Taylor, R. W. Tweedie, and J. T. Scott (secretary). A sum of £610 was distributed in grants of relief, and seven new members were elected.

Companies.

Equity and Law Life Assurance Society.

The annual general meeting of this society was held on Monday at 18, Lincoln's-inn-fields.

Mr. Cecil H. Russell presided, and stated that with regard to new business they had issued 518 new policies, assuring in all £265,480, and had re-insured policies to the extent of £80,866. The assurances retained gave a net premium income of £28,137, out of which £9,359 arose from single premiums. They were engaged in revising the rate of premium on their general fund policies, as the figures had been found to be a little too high. Their expenses were only 10½ per cent. of the premium income, which was a reduction upon that for the previous year. The general position of the society was that they had added £111,600 during the year to their life assurance fund, which now stood at over £4,500,000, while their general fund amounted to £13,200. They had in hand a new prospectus which would gather up the various schemes in which they had done business up to the present time, such as deferred children's assurance, while they had another scheme for the remission of premiums during a prolonged illness. They were now in the last year of their quinquennium, and he hoped that their friends and supporters would do their best to add to the business, and shew a satisfactory figure when they came to re-value at the end of the five years.

Mr. J. Croft Deverell seconded the adoption of the report, which was carried unanimously.

Obituary.

Mr. H. M. Bompas, K.C.

Mr. Bompas's death followed close on his retirement from the county court bench; it occurred on the 5th inst. He was the son of Mr. Serjeant Bompas, and was educated at University College, London, and St. John's College, Cambridge, and was Fifth Wrangler in 1858. He was called to the bar in 1863, and joined the Western Circuit. He commenced practice with every advantage in his favour—if we remember rightly, Vice-Chancellor Wood complimented him as the son of a distinguished father on his first case in his court—and he had the substantial backing of an important firm of solicitor relatives. He acquired a considerable practice, and in 1877 became a Q.C. He was successively Recorder of Poole and Plymouth and Devonport, and in 1896 was appointed county court judge for Circuit 11, and, we believe, earned the respect and confidence of the practitioners and suitors of his district.

Legal News.

Appointments.

Sir LAWRENCE HUGH JENKINS, Chief Justice of the High Court of Calcutta, has been elected a Member of the Bench of the Honourable Society of Lincoln's-inn.

Mr. JOHN ROSKILL, K.C., has been appointed Judge of the Salford Hundred Court of Record, vacant by the death of Mr. Harry Gordon Shee, K.C., the late judge.

Information Required.

Re Mrs. MARIANNE UMFREVILLE BATHO, deceased.—Any person having in their possession a Will dated the 7th of October, 1903, or of any other date, or having any knowledge of a Will of the above-named deceased, late of Lindisfarne, Grange-gardens, Eastbourne, is requested to communicate with Gibson & Weldon, solicitors, 27, Chancery-lane, London.

Changes in Partnerships.

Dissolution.

DOUGLAS MONTAGU GANE and SAMUEL ELI HUGO KILNER, solicitors (Gane & Kilner), 12, Great St. Helens, London. Feb. 22.

[Gazette, March 9.

General.

The London Gazette of Tuesday last contains three Orders in Council making new rules and provisions for appeals to his Majesty in Council from the Supreme Courts of Jamaica, Sierra Leone, and the Gold Coast Colony.

Mr. Bateman Harcourt, of Palmerston House, Old Broad-street, solicitor, who died in February, aged seventy-five, leaving estate of the value of £10,207, states in his will, says the *Evening Standard*: "In order to prevent any misunderstanding with regard to my business, I hereby declare there is none to dispose of, I having for some years past, for the sake of employment, carried it on at a small yearly loss from having declined to take new clients and my old ones having nearly all died."

Lord Justice Farwell, who has been absent from the courts for a week or two, is now convalescent, and left town on Tuesday last for Torquay for a few days. Other judicial invalids have been Mr. Justice A. T. Lawrence and Mr. Justice Hamilton.

The Board of Trade has appointed a committee to examine the various points in which the International Copyright Convention, signed at Berlin on the 13th of November, 1908, is not in accordance with the law of the United Kingdom, and to consider whether the law should be altered to give effect to the Convention. Lord Gorell is chairman of the committee.

In summing up in a murder case (subsequently reduced to a charge of manslaughter), in which the prisoner gave evidence, Mr. Justice Jeff remarked that, as one who doubted extremely whether the new scheme of allowing prisoners to give evidence was right in principle, he said emphatically that, if this was the only case he ever tried, he should be thankful for the change, because without the opportunity thus presented it was unlikely that the prisoner, who was the only person present at the tragedy, could have escaped at least a verdict of manslaughter.

The comparative study of legal institutions has, says the *Law Quarterly Review*, suffered a heavy loss by the recent death of Valtazar Bogisic, one of the most genial and cosmopolitan of scholars. Born a citizen of Ragusa, he possessed the Serbian and Italian tongues as his birthright, and Russian was almost as familiar to him. He had full command of French, we believe also of German, and read English, though he did not speak it. For some time he held a chair of historical and comparative jurisprudence at Odessa; then for several years he was occupied in his great work of codifying the customary property law of Montenegro, where later he was Minister of Justice. While he held that office his familiarity with Italian gave him a leading part in framing the marriage settlement of the present Queen of Italy. His earlier work (1874) on South Slavonic custom is unfortunately known to Western scholars who cannot read Serbian only through a French abridgment by another hand. The Montenegrin Code is an acknowledged masterpiece.

Professor Holland, K.C., may, says the *Law Magazine and Review*, feel legitimate pride in the celebration which took place in September last at the birthplace of Gentili. The movement set on foot thirty-four years ago for the recognition of that jurist's greatness reached its full development last year in the inauguration of a bronze statue in his native town of San Genesio (Ancona). In his "Studies in International Law" (1898) the Chichele Professor remarks that such a statue was projected at Macerata in 1875, but "not yet erected." The English memorial was completed in 1877. It takes the form of a mural tablet in the north-east corner of St. Helen's, Bishopgate-street (where Gentili is buried), and was the pious work of Oxford law professors and of the Oxford Remnant of the Faculty of Advocates. The Italian statue is now duly forthcoming. It represents Gentili, in Oxonian habit, lecturing from notes. In deference to modern sentiment, a bas-relief of Peace decorates this image of the author of "De Jure Belli." The Royal Minister of Education was present at the unveiling, and so also was Professor Holland, to whom the revival of interest in Gentili is entirely due, and whose elaborate edition of the "De Jure Belli" will doubtless be the Oxford Italian's most enduring and conspicuous monument.

Mr. Charles Edward Broughton has been elected a director of the Equity and Law Life Assurance Society.

Death.

Mr. JOHN BAUNSKILL, Solicitor, died on the 2nd inst. Admitted in 1858 practising in Great James-street, Bedford-row, and was in 1908 joined by Mr. C. K. T. Alton, M.A.

Winding-up Notices.

London Gazette.—FRIDAY, March 5.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGYLLS MANCHESTER, LIMITED—Creditors are required, on or before April 6, to send their names and addresses, with particulars of their debts or claims, to Harry Lloyd Price, 16, Fountain-st., Manchester. Hill, Manchester, solicitor for liquidator.

Bankruptcy Notices.

London Gazette.—TUESDAY, March 2.

ADJUDICATIONS.

ANGLON, JAMES ERNEST, Hendon, Commercial Traveller
Barnet Pet Jan 28 Ord Feb 25
AUSTIN, ALFRED ALEXANDER, jun., and REGINALD GEORGE
FIRMAN, Norwich, Cabinet makers Norwich Pet Feb
26 Ord Feb 26
BATES, WILLIAM JAMES, Tebay, Westmorland, Licensed
Victualler Kendal Pet Feb 26 Ord Feb 26
BOW, JAMES, Abergavenny, Grocer Tredegar Pet Jan 20
Ord Feb 26
BURBROUGH, JOHN, Rathbone-st., Cannon Town, Van Builder
High Court Pet Feb 26 Ord Feb 26
CAPLE, ELIZABETH, Landport, Hants Portsmouth Pet Feb
4 Ord Feb 26
CLARE, WILLIAM, jun., Ashby, Lincs, Baker Great Grimsby
Pet Feb 26 Ord Feb 26
CLARK, WILLIAM GEORGE, Linswood, Norfolk, House
Furnisher's Assistant Norwich Pet Feb 26 Ord Feb
26

CHILD, ROBERT, Wycombe End, Beaconsfield, Builder
Aylesbury Pet Feb 26 Ord Feb 26
COCKRILL, JOSEPH JAMES, Gorleston, Suffolk, Builder Great
Yarmouth Pet Feb 27 Ord Feb 27
CURRIE, JAMES, Blackley, Manchester, Flour Merchant
Manchester Pet Feb 26 Ord Feb 26
DAVIES, THOMAS, Cottonham rd., Holloway High Court Pet
Jan 11 Ord Feb 25
DEE, ALICE LOUISA, East Haddon, Lincs, Corn Merchant
Great Grimsby Pet Feb 26 Ord Feb 26
DURN, ARTHUR, Watford, Dealer in Musical Instruments
St Albans Pet Feb 9 Ord Feb 24
EVANS, WILLIAM, Barrow, Onllwyn, in Neath, Collier Neath
Pet Feb 26 Ord Feb 26
FERREING, GEORGE, Ipswich, Butcher Ipswich Pet Jan 2
Pet Feb 26
FERREING, WILLIAM, Luton, Insurance Agent, Luton Pet
Ord Feb 24 Pet Feb 27
GILLINGHAM, CHARLES, Combe St Nicholas Somerset
Licensed Victualler Taunton Pet Feb 27 Ord Feb 27
GOODHARD, ARTHUR, Horsforth, nr Leeds, Grocer Leeds
Pet Feb 26 Ord Feb 26
GRIFFITHS, GRIFITH, Tyeaw, Cricklath, Catterton
Portsmouth Pet Feb 25 Ord Feb 25

GWILLIAM, ARTHUR MARTIN, Newport, Mon, Soft Furnisher
Newport, Mon Pet Feb 27 Ord Feb 27
HALL, WILLIAM, St Mildred st, Poultry High Court Pet
Jan 8 Ord Feb 26
HANCOCK, GEORGE, Brighton, Dairyman Brighton Pet
Feb 25 Ord Feb 25
HAMMOND, THOMAS, Wilbury Hill Farm, Stotfold, Beds,
Farmer Luton Pet Feb 9 Ord Feb 27
HOUDON, EDWARD PAUL THORPE, Essex rd, Ilkington, Paper
Hanging Manufacturer High Court Pet Jan 23 Ord
Feb 25
ILLIOTT, THOMAS, Moorside, Swinton, Lanes Manchester
Pet Feb 25 Ord Feb 25
KITCHENER, JOHN THOMAS, Olney, Bucks, Boot Manu-
facturer Northampton Pet Feb 27 Ord Feb 27
LOCKWOOD, HERBERT ARMITAGE, Hyde Park, Leeds,
Warehouseman Leeds Pet Feb 24 Ord Feb 24
LUSHER, JAMES, Bingham, Norfolk, Baker Norwich Pet
Feb 10 Ord Feb 26
MCGINNIS, PETER, Market Ramen, Lincs, Builder Lin-
coln Pet Feb 25 Ord Feb 25
MAGUIRE, JOSEPH, Brighton, Marine Store Dealer Bright-
on Pet Feb 27 Ord Feb 27
MARRIS, CHARLES, York York Pet Feb 26 Ord Feb 26

CANNERSWELL PALACE OF VARIETIES, LIMITED—Petition for winding up, presented March 1, directed to be heard on March 16. Sydney, Benfrew rd, Lambeth, solicitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16.

GOODWINS, JARDINE, & CO, LIMITED—Creditors are required, on or before March 22, to send their names and addresses, and particulars of their debts or claims, to James Watson Stewart, 153, Hope st, Glasgow. Bannatyne & Co, Glasgow, solicitors for liquidator.

PTAL AN S.S. CO, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Richard Haswell Holman, 4, Lloyd's av. Holman & Co, Lloyd's av, solicitors to liquidator.

ROYAL AND GRAND THEATRES, LIMITED—Petition for winding up, presented March 3, directed to be heard at the Western Law Courts, Plymouth, on March 17. Stanley & Co, Essex st, Strand, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

COOK, LAIDMAN, & LEECH, LIMITED—Petition for winding up, presented March 1, directed to be heard at St. George's Hall, Liverpool, on March 23. Batesons & Co, Liverpool, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 20.

London Gazette.—TUESDAY, March 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAGLIARI GAS AND WATER CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat and Sophia Stimmekjor, 11, Lionmonger In, liquidators.

ERNEST F. TAYLOR & CO (IN LIQUIDATION)—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Ernest F. Kerr, 95, Colmore row, Birmingham, liquidator.

HERBERT FRANCIS & CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Francis Octavia Grant, 49, Gresham st, liquidator.

UNITED SOUTH AFRICAN BURY RECORD CO, LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Joseph William Blackham, 180, Corporation st, Birmingham, liquidator.

WASHALL MILLERS CO, LIMITED—Creditors are required, on or before March 29, to send their names and addresses, and particulars of their debts or claims, to William Emerson, Imperial bldg, Bond st, Leeds, liquidator.

Court Papers.

Supreme Court of Judicature.

ROYAL OF REGISTRARS IN ATTENDANCE OF

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFER EAST.
Monday March 15	Mr Borrer	Mr Beal	Mr Farmer	Mr Greenwell
Tuesday 16	Leach	Borror	Bloxam	Beal
Wednesday 17	Farmer	Leach	Theed	Borror
Thursday 18	Bloxam	Farmer	Church	Leach
Friday 19	Theed	Bloxam	Syng	Farmer
Saturday 20	Church	Theed	Goldschmidt	Bloxam

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVA.
Monday March 15	Mr Church	Mr Leach	Mr Theed	Mr Goldschmidt
Tuesday 16	Syng	Farmer	Church	Greenwell
Wednesday 17	Goldschmidt	Bloxam	Syng	Beal
Thursday 18	Greenwell	Theed	Goldschmidt	Borror
Friday 19	Beal	Church	Greenwell	Leach
Saturday 20	Borror	Syng	Beal	Farmer

The Property Mart.

Forthcoming Auction Sales.

March 15.—Messrs. MORTAGU & ROBINSON, at the Mart, at 2; Investments (see advertisement, back page, March 6).
March 17.—Messrs. TROLOPE, at the Mart; Mansion; and to Let by Auction St. George's Hall (see advertisement, back page, Jan. 23).
March 18.—Messrs. H. E. FOSTER & GRANFIELD, at the Mart, at 2; Absolute Reversions, Life Interest, Annuities, Policies of Assurance, Shares (see advertisement, back page, this week).
March 25.—Mr. JOSEPH STOWER, at the Mart, at 2; Freehold Investments (see advertisement, page v., Feb. 27).
March 31.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2; Freeholds and Freehold Ground-Rent (see advertisement, page v., Feb. 27, Mar. 6, and back page, this week).
Messrs. S. WALKER & SON, at the Mart, Freehold Ground-Rents and Properties (see advertisement, back page, this week).

MIDDLETON, WALTER, Mattishall, Norfolk, Carpenter
Norwich Pet Feb 27 Ord Feb 27
MORGAN, JOHN, Maesteg, Glam, Collier Cardiff Pet Feb
26 Ord Feb 26
MORGANS, DAVID, Moyddimchaf, Llanarth, Cardigan,
Farmer Aberystwyth Pet Feb 17 Ord Feb 27
PEARSON, JAMES HENRY, Kingston upon Hull, Venetian
Blind Maker Kingston upon Hull Pet Feb 26 Ord
Feb 26
PETTET, HENRY JOSEPH PARTIERS, Deal, Fish Salesman
Canterbury Pet Feb 27 Ord Feb 27
READY, LLEWELLYN, Guilford st, Russell sq High Court
Pet Jan 20 Ord Feb 25
ROBBINS, GEORGE, Lowestoft, Suffolk, Plumber Great
Yarmouth Pet Feb 25 Ord Feb 25
RUDD, RICHARD, Hockley, Essex, Builder Chelmsford Pet
Feb 17 Ord Feb 26
RYLAND, SAMUEL, Southampton, Builder Southampton
Pet Feb 5 Ord Feb 26
SAVAGE, WILLIAM HENRY, Plumstead, Coach Builder
Greenwich Pet Jan 16 Ord Feb 26
SCHUTT, AMOS, Bradford, Yarn Agent Bradford Pet Feb
5 Ord Feb 26
THOMAS, JOHN, Boreham, St Ives, Cornwall, Farmer Truro
Pet Feb 27 Ord Feb 27
TUCKER, ARTHUR SHUTTERWORTH, and WILLIAM JOHN
TUCKER, Cromer, Jewellers High Court Pet Feb 11
Ord Feb 26
WAKE, ARTHUR, Dunnington, Yorks, Grocer York Pet
Feb 24 Ord Feb 24
WORTHINGTON, WILLIAM, Oldham, Saddler Oldham Pet
Feb 26 Ord Feb 26

Amended Notice substituted for that published in the
London Gazette of Jan 26:

HEFFERNAN, THOMAS, Uxbridge rd, Lyric Writer High
Court Pet Jan 21 Ord Jan 22

ADJUDICATION ANNULLED.

ROBINSON, NEWTON, Thornton, Bradford, Botanical Brewer
Bradford Adjud Sept 26 Annual Feb 26

London Gazette.—FRIDAY, March 5.

RECEIVING ORDERS.

AGUTTER, J. W., Leighton Buzzard High Court Pet Feb
19 Ord Mar 2
ASPINALL, COLIN, Pemberton, Wigan, Cabinet Maker Wigan
Pet Mar 2 Ord Mar 2
BATTERSBY, WILLIAM ECKHURST, Bolton, Drysalter Bolton
Pet Feb 10 Ord Mar 3
BERNILL, WILLIAM, Bedford, Shoe Dealer Bedford Pet
Mar 5 Ord Mar 1
BOSS, ALEXANDER, Piccadilly, Theatrical Agent High Court
Pet Jan 1 Ord Mar 1
BRAIN, WILLIAM, Troedyrhiw, Merthyr Tydfil, Collier
Merthyr Tydfil Pet Mar 2 Ord Mar 2
BRITTAIN, BERT BENJAMIN, Walsall, Grocer Walsall Pet
Mar 1 Ord Mar 1
BROOK, JOSEPH, Llangwydderig Factory, nr Llandovery,
Carmarthen, Woollen Manufacturer Carmarthen Pet
Mar 1 Ord Mar 2
BUTCHER, GEORGE JOHN, Launceston rd, Peckham, Commercial
Clerk High Court Pet Mar 2 Ord Mar 2
COLLINS, BARON, Leeds, Labourer Leeds Pet Mar 2
Ord Mar 2
CRADDOCK, WILLIAM, Long Eaton, Derby, Auctioneer Derby
Pet Mar 2 Ord Mar 2
CUSTANCE, FREDERICK CHARLES, Bradford, Hairdresser
Bradford Pet Mar 3 Ord Mar 3
DIXON, TOM, Leeds, Carting Agent Leeds Pet Mar 2
Ord Mar 2
EASTWOOD, GEORGE WILLIAM, Saw Mills, Lowton, Lancs,
Joiner Bolton Pet Mar 1 Ord Mar 1
FORAN, FRED, Raby, Leicester, Licensed Victualler
Leicester Pet Mar 2 Ord Mar 2
FOX, MANTHA EMMA, Great Yarmouth, Laundress Great
Yarmouth Pet Mar 2 Ord Mar 2
HALL, ARTHUR, Pilsley, North Wingfield, Derby, Butcher
Derby Pet Mar 2 Ord Mar 2
HARRISON, ALFRED RODGERS, Birmingham, Fruiterer
Birmingham Pet Mar 3 Ord Mar 3
HAYWARD, ROBERT WILLIAM, Birmingham, Coal Merchant
Birmingham Pet Feb 20 Ord Mar 2
HISCOCK, WALTER ISAAC, Hilberton, Wilts, Wheelwright
Bath Pet Mar 1 Ord Mar 1
HUGHOTON, ANN DUCKWORTH, Chorley, Lancs Bolton Pet
Feb 18 Ord Mar 3
ISGAM, JOHN, Oldfield Park, Bath, Baker Bath Pet Mar
1 Ord Mar 1
JARVIS, HERBERT DIXON, Havenside, Heale, Yorks, Inn-
keeper Kingston upon Hull Pet Mar 1 Ord Mar 1
JOHNSON, TRIPLE, & Co, Merton Colliery, Durham, Builders
Sunderland Pet Feb 19 Ord Mar 1
KRAZ, OTTO GUSTAV, Gisburn rd, Hornsey High Court
Pet Mar 1 Ord Mar 1
LAMBERT, FRED, New Milton, Lymington, Fishmonger
Southampton Pet Mar 3 Ord Mar 3
LANFLOUGH, JOSEPH WILLIAM, Kingston upon Hull, Grocer
Kingston upon Hull Pet Mar 3 Ord Mar 3
LAW, ROBERT REDMAN, Sidcup, Kent, Medical Practitioner
Croydon Pet Mar 1 Ord Mar 1
LEIGH, DICKINSON J., Durham, Doctor Durham Pet Jan
25 Ord Mar 2
LOWNDS, JOHN THOMAS, Belper, Derby, Saddler Derby
Pet Feb 27 Ord Feb 27
MARDEVILLE, ALEXIS MONTGOMERY, Kensington Gore High
Court Pet Feb 9 Ord Mar 3
MILLS, CHARLES HENRY, Thornaby on Tees, Yorks,
Fruiterer Stockton on Tees Pet Mar 1 Ord Mar 1
MORGAN, JAMES, Long Eaton, Derby, Fishing Tackle Maker
Derby Pet Mar 2 Ord Mar 2
MORTIMER, FRANCIS THOMAS, Bristol, Grain Dryer Bristol
Pet Mar 1 Ord Mar 1
NEWTON, ROBERT, Pendleton, Lancs Manchester Pet Mar
3 Ord Mar 3
NICKLIN, JAMES OSBORNE, MAURICE PHILIP BELLAMY, and
HENRY YOUNANS, Ilkerton, Derby, Joiners Derby Pet Mar 3
Ord Mar 3
NICKOLS, CHARLES HENRY, Swindon, Butcher Swindon
Pet Mar 1 Ord Mar 1
OLDERSHAW, ISAAC, Stapleford, Notts Derby Pet Mar 2
Ord Mar 2
ORRILL, FRANK WILTON, Bolton, Joiner Bolton Pet
Mar 3 Ord Mar 3
PARKER, SMITH, Leeds, Painter Leeds Pet Mar 1 Ord
Mar 1
PORTLOCK, JOHN, Keighley, Yorks, Coal Dealer Bradford
Pet Mar 1 Ord Mar 1
PUGH, WILLIAM THOMAS, Burnley, Grocer Burnley Pet
Mar 3 Ord Mar 3
REAY, GEORGE, Middleton, Morpeth, Northumberland,
Blacksmith Newcastle upon Tyne Pet Mar 1 Ord
Mar 1
ROBERTS, JOHN, Llandudno, Commercial Traveller Bangor
Pet Mar 2 Ord Mar 2
ROTHWELL, EDWARD, Bradford, Stamp Maker Bradford
Pet Mar 3 Ord Mar 3
RUDKIN & Co, Weybridge, Drapers Kingston, Surrey
Pet Feb 5 Ord Mar 2
SAMSON, FREDERICK, Prestbury, Glos, Stonemason Chel-
tenham Pet Mar 1 Ord Mar 1
SARON, DEVI DAYAL, Brady st, Whitechapel, Physician
High Court Mar 2 Ord Mar 2
SHIEL, GEORGE, Spital, Berwick upon Tweed, Draper
Newcastle on Tyne Pet Feb 27 Ord Feb 27
TAKERNER, SAMUEL, Wombwell, nr Barnsley, Colliery
Deputy Barnsley Pet Mar 2 Ord Mar 2
THOMPSON, EDWARD CHRISTOPHER, Norwich, General Shop-
keeper Norwich Pet Mar 2 Ord Mar 2
WOOD, WILLIAM HENRY, Leeds, Pianoforte Dealer Leeds
Pet Mar 2 Ord Mar 2
WOODROSE, FRANK, Rotherham, Yorks, Butcher Sheffield
Pet Mar 2 Ord Mar 2

FIRST MEETINGS.

AGUTTER, J. W., Leighton Buzzard Mar 15 at 1 Bankruptcy
bldg, Carey st
AINLEY, WILLIAM, Bawtry, Yorks, Grocer Mar 17 at 12
Off Rec, Figtree ln, Sheffield
ANSLOW, JAMES EMMETT, Montague rd, Hendon, Commer-
cial Traveller Mar 16 at 12 14, Bedford row
AUSTIN, ALFRED ALEXANDER, jun, and ROINALD GEORGE
FERMAN, Norwich, Cabinet Makers Mar 15 at 12 Off
Rec, 8, King st, Norwich
BERNILL, WILLIAM, Bedford, Shoe Dealer Mar 15 at 12 Off
Rec, Bridge st, Northampton
BERRY, JAMES E, Stafford, Billiard Hall Proprietor Mar 15
at 12 Off Rec, King st, Newcastle, Staffs
ROSS, ALEXANDER, Piccadilly, Theatrical Agent Mar 15 at
11 Bankruptcy bldg, Carey st
BRAIN, WILLIAM, Troedyrhiw, Merthyr Tydfil, Collier
Merthyr Tydfil at 12 Off Rec, County Court, Townhall, Merthyr
Tydfil
BUTCHER, GEORGE JOHN, Launceston rd, Peckham, Commer-
cial Clerk Mar 16 at 11 Bankruptcy bldg, Carey st
CHARLTON, GEORGE NAPOLCON, Llandaf, Licensed Victu-
aller Mar 15 at 12 Off Rec, 117, St Mary st, Car-
diff
CLARE, WILLIAM, jun, Ashby, Lincs, Baker Mar 13 at
11.30 Off Rec, St Mary's chmbrs, Great Grimsby
CLARKE, WILLIAM GEORGE, Lingwood, Norfolk, House
Furnisher's Assistant Mar 15 at 12.30 Off Rec, 8,
King st, Norwich
COLLINS, BARON, Leeds, Labourer March 15 at 12.30
Off Rec, 24, Bond st, Leeds
DIE, ALICE LOUISE, East Halton, Lincs, Corn Merchant
March 13 at 11 Off Rec, St. Mary's chmbrs, Great
Grimsby
DIXON, TOM, Lower Wortley, Leeds, Carting Agent March
15 at 12 Off Rec, 24, Bond st, Leeds
DUNN, JAMES JOSEPH, Harrow, Fruiterer March 15 at 12
14, Bedford row
DUKE, ARTHUR, Watford, Dealer in Musical Instruments
March 15 at 3 14, Bedford row
EASTWOOD, GEORGE WILLIAM, Lowton, Lancs Joiner March
15 at 3 19, Exchange st, Bolton
EILBECK, WILLIAM, Gilfost, Gorseforth, Cumberland, Slater
Mar 15 at 11 Court House, Whitehaven
EVANS, WILLIAM, Onliwy, nr Neath, Glam, Collier Mar
13 at 11 Off Rec, Government bldg, Frog st, Swansea
FORAN, FRED, Raby, Leicester, Licensed Victualler Mar
15 at 12 Off Rec, Berridge st, Leicester
GIZZARD, HENRY, Commercial st, Whitechapel, Manufac-
turer's Agent Mar 15 at 2.30 Bankruptcy bldg, Carey st
GRIFFITHS, GRIFFITH, Tynawr, Cricketh, Carmarvon Mar
15 at 12 Crypt chmbrs, Eastgate row, Chester
ILLISTON, THOMAS, Mooride, Swinton, Lancs Mar 13 at
11 Off Rec, Byrom st, Manchester
JONES, JULIA and FREDERICK JONES, Enfield, Butchers
Mar 16 at 3 14, Bedford row
KRAZ, OTTO GUSTAV, Gisburn rd, Hornsey March 16 at
2.30 Bankruptcy bldg, Carey st
LAW, ROBERT REDMAN, Sidcup, Kent, Medical Practitioner
March 16 at 11.30 132, York rd, Westminster Bridge
LLOYD, SCARNA, Coity Fields, Bridgend, Builder March
16 at 3 Off Rec, 117, St. Mary st, Cardiff
LOCHER, JAMES, Bishop, Norfolk, Baker March 13 at
12.30 Off Rec, 8, King st, Norwich
MAURICE, JAMES, Brighton, Marine Store Dealer March
15 at 12 Off Rec, 4, Pavilion bldg, Brighton
MARTIN, ROBERT, Golden's Green, Hampstead March 17
at 12 14, Bedford row
MERRILL, JOHN WILLIAM, Sheffield, Toy Merchant March
17 at 12.30 Off Rec, Figtree ln, Sheffield
MIDDLETON, WALTER, Mattishall, Norfolk, Carpenter
Mar 13 at 12 Off Rec, 8, King st, Norwich
NICKOLS, CHARLES HENRY, Swindon, Butcher Mar 13 at
12 Off Rec, 26, Regent circus, Swindon
PARK, SANAT, Sheringham, Norfolk Mar 13 at 1 Off
Rec, 8, Kings, Norwich
PARKER, SMITH, Leeds, Painter Mar 15 at 11 Off Rec,
24, Bond st, Leeds
PETTET, HENRY JOSEPH PARTIERS, Deal, Fish Salesman
Mar 13 at 10.30 Off Rec, 69A, Castle st, Canterbury
PEARSON, JAMES HENRY, Kingston upon Hull, Venetian
Blind Maker Mar 13 at 11 Off Rec, York City Bank
chmbrs, Lowgate, Hull
PORTLOCK, JOHN, Keighley, Yorks, Coal Dealer Bradford
Mar 15 at 11 Off Rec, 12, Duke st, Bradford

RUDKIN & Co, Weybridge, Drapers Mar 15 at 12 132,
York rd, Westminster bridge
SARON, DEVI DAYAL, Brady st, Whitechapel, Physician
Mar 15 at 12 Bankruptcy bldg, Carey st
THOMPSON, EDWARD CHRISTOPHER, Norwich, General Shop
keeper Mar 15 at 1 Off Rec, 8, King st, Norwich
TOMLINSON, ROBERT OSWALD, Wadley Bridge, Yorks,
Joiner Mar 17 at 11.30 Off Rec, Figtree ln, Shef-
field
WILLIAMS, HERBERT WYNN, Llanfaellog, Ty Croes, Angle-
sey, Grocer Mar 15 at 12.30 Crypt chmbrs, Eastgate
row, Chester

ADJUDICATIONS.

ASPINALL, COLIN, Pemberton, Wigan, Cabinet Maker
Wigan Pet Mar 2 Ord Mar 2
BERNILL, WILLIAM, Bedford, Shoe Dealer Bedford Pet
Mar 1 Ord Mar 1
BERRY, JAMES E, Stafford, Billiard Hall Proprietor Stafford
Pet Mar 3 Ord Jan 26
BRAIN, WILLIAM, Troedyrhiw, Merthyr Tydfil, Collier
Merthyr Tydfil Pet Mar 2 Ord Mar 2
BROOK, JOSEPH, Llangwydderig Factory, nr Llandovery,
Carmarthen, Woollen Manufacturer Carmarthen Pet
Mar 1 Ord Mar 1
BROUGH, LAWRENCE, Shaftesbury av, Actor High Court
Pet Mar 1 Ord Dec 24
BUTCHER, GEORGE JOHN, Launceston rd, Peckham,
Commercial Clerk High Court Pet Mar 2 Ord Mar 2
COLLINS, BARON, Leeds, Labourer Leeds Pet Mar 2
Ord Mar 2
CRADDOCK, WILLIAM, Long Eaton, Derby, Auctioneer
Derby Pet Mar 2 Ord Mar 2
CUSTANCE, FREDERICK CHARLES, Bradford, Hairdresser
Bradford Pet Mar 3 Ord Mar 3
DIXON, TOM, Leeds, Carting Agent Leeds Pet Mar 2 Ord
Mar 2
EASTWOOD, GEORGE WILLIAM, Lowton, Lancs, Joiner
Bolton Pet Mar 1 Ord Mar 1
FORAN, FRED, Raby, Leicester, Licensed Victualler
Leicester Pet Mar 2 Ord Mar 2
FOX, MANTHA EMMA, St Yarmouth, Laundress Gt
Yarmouth Pet Mar 2 Ord Mar 2
GARDNER, ALFRED LEE, Waldenale, nr Chatham Roch-
ester Pet Jan 26 Ord Mar 1
HALL, ARTHUR, Pilsley, North Wingfield, Derby, Butcher
Derby Pet Mar 2 Ord Mar 2
HARRISON, ALFRED RODGERS, Birmingham, Fruiterer
Birmingham Pet Mar 3 Ord Mar 3
HISCOCK, WALTER ISAAC, Hilberton, Wilts, Wheelwright
Bath Pet Mar 1 Ord Mar 1
ISGAM, JOHN, Oldfield Park, Bath, Baker Bath Pet
Mar 1 Ord Mar 1
JARVIS, HERBERT DIXON, Havenside, Heale, Yorks, Inn-
keeper Kingston upon Hull Pet Mar 1 Ord
March 1
KRAZ, OTTO GUSTAV, Gisburn rd, Hornsey High Court
Pet Mar 1 Ord March 1
LAMBERT, FRED, New Milton, Lymington, Fishmonger
Southampton Pet Mar 3 Ord March 3
LANFLOUGH, JOSEPH WILLIAM, Kingston upon Hull, Grocer
Kingston upon Hull Pet Mar 3 Ord March 3
LOWNDS, JOHN THOMAS, Belper, Derby, Saddler Derby
Pet Feb 27 Ord Feb 27
MILLS, CHARLES HENRY, Thornaby on Tees, Yorks,
Fruiterer Stockton on Tees Pet March 1 Ord
March 1
MORGAN, JAMES, Long Eaton, Derby, Fishing Tackle Maker
Derby Pet March 3 Ord March 3
MORTIMER, FRANCIS THOMAS, Bristol, Grain Miller Bristol
Pet Mar 1 Ord Mar 1
NEWTON, ROBERT, Pendleton, Lancs Manchester Pet
Mar 3 Ord Mar 3
NICKLIN, JAMES OSBORNE, MAURICE PHILIP BELLAMY, and
HENRY YOUNANS, Ilkerton, Derby, Joiners Derby Pet
Mar 3 Ord Mar 3
NICKOLS, CHARLES HENRY, Swindon, Butcher Swindon
Pet Mar 1 Ord Mar 1
OLDERSHAW, ISAAC, Stapleford, Notts Derby Pet Mar 2
Ord Mar 2
ORRILL, FRANK WILTON, Bolton, Joiner Bolton Pet
Mar 3 Ord Mar 3
PARKER, SMITH, Leeds, Painter Leeds Pet Mar 1 Ord
Mar 1
PORTLOCK, JOHN, Keighley, Yorks, Coal Dealer Bradford
Pet Mar 1 Ord Mar 1
PUGH, WILLIAM THOMAS, Burnley, Grocer Burnley Pet
Mar 3 Ord Mar 3
RAVENHILL, HORATIO THOMAS, East Molesey, Surrey,
Laundryman Kingston, Surrey Pet Feb 20 Ord
Mar 2
REAY, GEORGE, Middleton, Morpeth, Northumberland,
Blacksmith Newcastle on Tyne Pet Mar 1 Ord
Mar 1
ROTHWELL, EDWARD, Bradford, Stamp Maker Bradford
Pet Mar 3 Ord Mar 3
SAMSON, FREDERICK, Prestbury, Glos, Stonemason Chel-
tenham Pet Mar 1 Ord Mar 1
SHIEL, GEORGE, Spital, Berwick upon Tweed, Draper
Newcastle on Tyne Pet Feb 27 Ord Feb 27
TAKERNER, SAMUEL, Wombwell, nr Barnsley, Colliery
Deputy Barnsley Pet Mar 2 Ord Mar 2
THOMPSON, EDWARD CHRISTOPHER, Norwich, General Shop-
keeper Norwich Pet Mar 2 Ord Mar 2
WOOD, WILLIAM HENRY, Leeds, Pianoforte Dealer Leeds
Pet Mar 2 Ord Mar 2
WOODROSE, FRANK, Rotherham, Yorks, Butcher Sheffield
Pet Mar 2 Ord Mar 2

Amended Notice substituted for that published in the

London Gazette of Jan 12:
BURGES, THOMAS CHARLES, Hendon, Licensed Victualler
Barnet Pet Dec 5 Ord Jan 7

London Gazette.—TUESDAY, Mar. 9.

RECEIVING ORDERS.

BACHE, JOHN, Wallgrove, Great Witly, Worcester, Farmer
Worcester Pet Mar 2 Ord Mar 2

BEARE, CHARLES FREDERICK, Carlton Colville, Suffolk, Butcher Great Yarmouth Pet Mar 5 Ord Mar 5
BRACKGIDLE, JAMES ROBERT, jun, Moberley, Chester, Farmer Manchester Pet Mar 2 Ord Mar 6
BUTTERS, ALFRED, Meole Brace, nr Shrewsbury, Commercial Traveller Shrewsbury Pet Mar 6 Ord Mar 6
BUTTS, EDWIN CHARLES, Great Grimsby, Shipwright Great Grimsby Pet Mar 4 Ord Mar 4
CAMPING, REGINALD ALFRED, Sheringham, Norfolk, Hairdresser Norwich Pet Mar 6 Ord Mar 6
CATLIN, SAMUEL, Southport, Bread Baker Liverpool Pet Mar 6 Ord Mar 6
COPLEY, ALFRED ALBERT, Ballingdon, Essex, Beerhouse Keeper Colchester Pet Mar 5 Ord Mar 5
COWPER, JOHN JAMES, Ilford, Essex Chelmsford Pet Mar 5 Ord Mar 5
CURRIE, A B, Thornton av, Chiswick, Provision Dealer Brentford Pet Feb 13 Ord Mar 6
ELWIN, GEORGE WILLIAM, Teddington, Builder Kingston Pet Oct 31 Ord Mar 4
FARMER, JAMES, Akerman rd, Brixton, Commercial Traveller High Court Pet Mar 6 Ord Mar 6
GABRETT, HARRY, New Bilton, nr Rugby, Milk Seller Coventry Pet Mar 3 Ord Mar 3
GILBERT, THOMAS EDWARD, Luttworth, Leicester, Wine Merchant Leicester Pet Mar 5 Ord Mar 5
GLAZEBROOK, BRISTOW, Eastbourne, Clerk Eastbourne Pet Mar 4 Ord Mar 4
GLUCK, H. & Co, Great Tower st, Hide Merchants High Court Pet Feb 8 Ord Mar 5
HALLS, JAMES FREDERICK, Goring rd, Bowes Park, Baker High Court Pet Mar 4 Ord Mar 4
HARVEY, WALTER, Hetherston, Norfolk, Machinist Norwich Pet Mar 6 Ord Mar 6
HAWLEY, LUCY ELIZABETH, Rugby, Milliner Coventry Pet Mar 5 Ord Mar 5
HOLDEN, WILLIAM JOHN, Eastbourne Tunbridge Wells Pet Feb 12 Ord Mar 5
HOLMAN, HENRY, Leeds, Tailor Leeds Pet Mar 3 Ord Mar 3
HOMAN, JULIUS, Central st, Old st High Court Pet Feb 9 Ord Mar 5
HUGHES, THOMAS MORIS, Mold, Flint, Grocer Chester Pet Mar 5 Ord Mar 5
JAMES, WILLIAM ARTHUR, Redfield St George, Bristol, Grocer Bristol Pet Mar 1 Ord Mar 1
JEFFERY, JEANETTE, Blandford, Dorset Dorchester Pet Mar 4 Ord Mar 4
JENKINS, WILLIAM, Leamington, Warwickshire, Engineer Warwick Pet Feb 26 Ord Mar 6
JOLLY, FRED GIFFORD, Ealing, Chartered Accountant Brentford Pet Feb 15 Ord Mar 5
JONES, JOHN, Tyntandierw, Brynelywys, Denbigh, Farmer Wrexham Pet Mar 4 Ord Mar 4
LAWLOR, JAMES, Wigan, Miner Wigan Pet Mar 4 Ord Mar 4
LEWIS, RICHARD, Yardley Hastings, Northampton, Coal Merchant Northampton Pet Mar 4 Ord Mar 4
LOWE, ALFRED JOHN GEORGE, Thornton Heath, Analyst Croydon Pet Mar 4 Ord Mar 4
MILES, JOHN CHARLES, and SAMUEL MILES, Bury, Lancs, Carriers Bolton Pet Mar 4 Ord Mar 5
PARKER, HORACE JAMES, Batnet Batnet Pet Mar 4 Ord Mar 4
PENNEY, WALTER BIRCH, Lincoln, Publican Lincoln Pet Mar 5 Ord Mar 5
PLATT, BENJAMIN, Glossop, Derby, Grocer Ashton under Lyne Pet Mar 5 Ord Mar 5
POOLEY, ALBERT EDWARD, Cardiff, Plumber Cardiff Pet Mar 3 Ord Mar 3
REVE, JOHN, Ipswich, Almanac Publisher Ipswich Pet Mar 5 Ord Mar 5
REVELL, RAYMOND, Bedfordbury, St. Martin's In, Livery Stable proprietor High Court Pet Mar 4 Ord Mar 4
REYNOLDS, HENRY, Horfield, Bristol, Marble Mason Bristol Pet Mar 1 Ord Mar 1
SCULPER, FREDERICK GEORGE, Hemptstead, nr Stalham, Norfolk, Farmer Norwich Pet Mar 6 Ord Mar 6
SUTTON, GEORGE, Preston, Hosier Preston Pet Mar 5 Ord Mar 5
THOMAS, ARTHUR T M, Coram st High Court Pet Jan 2 Ord Mar 4
THOMAS, ARTHUR JOSEPH, Dewsbury, Fried Fish Dealer Dewsbury Pet Mar 6 Ord Mar 6
TURNER, HENRY, Ashton under Hill, Glous, Builder Worcester Pet Mar 5 Ord Mar 5

WHITE, WILLIAM, St Leonard's Sussex, Builder Hastings Pet Feb 11 Ord Mar 4
WHITFIELD, GEORGE THOMAS, Tuffley, nr Gloucester, Brick Manufacturer Gloucester Pet Mar 3 Ord Mar 3
WILLIAMS, THOMAS, Llangeftal, Anglesey, Innkeeper Bangor Pet Mar 5 Ord Mar 5
WILSON, HARRY CONSTANCE, Littlestone on Sea, Kent, Colonel Hastings Pet Jan 22 Ord Feb 19
WOOD, CHARLES, Soyland, nr Halifax, Innkeeper Halifax Pet Feb 22 Ord Mar 4
WOODHEAD, JOHN ALBERT, Crosby, Lancs, Engine Fitter Great Grimsby Pet Mar 4 Ord Mar 4

FIRST MEETINGS.

ADAMS, FRED, Brentford, Grocer March 18 at 12 14, Bedford row
ASPINALL, COLIN, Pemberton, Wigan, Cabinet Maker March 19 at 3.30 Off Rec, 19, Exchange st, Bolton
ATTENBOROUGH, ISAAC, Heanor, Derby, Joiner March 18 at 11 Off Rec, 47, Full st, Derby
BACHE, JOHN, Wallsgrove, Great Witley, Worcester, Farmer March 17 at 12 Off Rec, Worcester
BAILES, WILLIAM JAMES, Tisbury, Westmoreland, Licensed Victuallers March 16 at 11.30 Off Rec, 16, Cornwallis st, Barton in Furness
BATTERSBY, WILLIAM ECKERSLEY, Bolton, Drysalter March 17 at 3 Off Rec, Byrom st, Manchester
BROOK, JOSEPH, Glangwydderig Factory, near Llandovery, Carmarthen, Woollen Manufacturer March 17 at 12.15 Off Rec, 4, Queen st, Carmarthen
CHILD, ROBERT, Beaconsfield, Builder Mar 18 at 11.30-1, St Aldat s, Oxford
CUBRIN, JAMES, Bickley, Manchester, Flour Merchant Mar 17 at 11 Off Rec, Byrom st, Manchester
CUSTANCE, FREDERICK CHARLES, Bradford, Hairdresser Mar 18 at 12 Off Rec, 12, Duke st, Bradford
DISTURNAL, SARAH ANN, Wednesbury, Corn Factor Mar 19 at 11.30 Off Rec, Wolverhampton
ELVIN, GEORGE WILLIAM, Teddington, Builder Mar 17 at 11.30 132, York rd, Westminster Bridge
GILBERT, THOMAS EDWARD, Luttworth, Leicester, Wine Merchant Mar 19 at 12 Off Rec, 1, Berridge st, Leicester
GILLINGHAM, CHARLES, Combe St Nicholas, Somerset, Licensed Victualler Mar 20 at 2 10, Hammet st, Taunton
GLAZEBROOK, BRISTOW, Eastbourne, Auctioneer's Clerk Mar 22 at 12 County Court Office, Seaside rd, Eastbourne
GLUCK & Co, H. Great Tower st, Hyde Merchant Mar 17 at 2.30 Bankruptcy bldgs, Carey st
GRAINGER, GEORGE, Wolverhampton, Shoe Operative Mar 17 at 11 Off Rec, Wolverhampton
HALLS, JAMES FREDERICK, Goring rd, Bowes Park, Baker Mar 17 at 11 Bankruptcy bldgs, Carey st
HERBERT, ARTHUR HENRY BRANFORD, and GEORGE JOHNSON WEBB, Manchester, Engineers' Agents Mar 17 at 2.30 Off Rec, Byrom st, Manchester
PISCOCK, WALTER ISAAC, Hilperton, Wilts, Wheelwright Mar 17 at 12.30 Off Rec, 26, Baldwin st, Bristol
HOLMAN, HENRY, Leeds, Tailor Mar 17 at 11 Off Rec, 24, Bond st, Leeds
HOMAN, JULIUS, Central st, Old st Mar 18 at 11 Bankruptcy bldgs, Carey st
HOUGHTON, JANE DUCKWORTH, Chorley, Lancs, Draper Mar 19 at 3 Off Rec, 19, Exchange st, Bolton
IGRAM, JOHN, Oldfield Park, Bath, Baker Mar 17 at 12.45 Off Rec, 26, Baldwin st, Bristol
JAMES, WILLIAM ARTHUR, Redfield St George, Bristol, Grocer Mar 17 at 12.15 Off Rec, 26, Baldwin st, Bristol
JANVIS, HERBERT DIXON, Boat Inn, Havenside, Hesale, Innkeeper Mar 17 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
LAMBERT, FRED, New Milton, Lymington, Hants, Fruiterer Mar 17 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
LAMPLUGH, JOSEPH WILLIAM, Kingston upon Hull, Grocer Mar 17 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
LAWLOR, JAMES, Wigan, Miner Mar 22 at 3 Off Rec, 19 Exchange st, Bolton
LOWNDER, JOHN THOMAS, Belper, Derby, Saddler Mar 18 at 12 Off Rec, 47, Full st, Derby
LOWE, ALFRED JOHN GEORGE, Thornton Heath, Analyst Mar 17 at 12 132, York rd, Westminster Bridge

LEWIS, RICHARD, Yardley Hastings, Northampton, Coal Merchant Mar 19 at 3.30 Off Rec, Bridge st, Northampton
MCGINNIS, PETER, Market Rasen, Lincs, Builder Mar 18 at 12 Off Rec, 31, Silver st, Lincoln
MACHRAY, MADELINE HAYARD, Bath, Fish Dealer Mar 17 at 11.30 Off Rec, 26, Baldwin st, Bristol
MANDREVILLE, ALEXIS MORRIS, Kensington Gore Mar 18 at 12 Bankruptcy bldgs, Carey st
MILES, JOHN CHARLES, and SAMUEL MILES, Castlecroft, Bury, Lancs, Carriers Mar 18 at 3.30 Off Rec, 19, Exchange st, Bolton
MILLS, CHARLES HENRY, Thornaby on Tees, Yorks, Fruiterer Mar 18 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
MORTIMER, FRANCIS THOMAS, Weston super Mare, Sub-Postmaster Mar 17 at 11.45 Off Rec, 26, Baldwin st, Bristol
NEWTON, ROBERT, Pendleton, Lancs Mar 17 at 3.30 Off Rec, Byrom st, Manchester
ODDEN, RICHARD ARTHUR, Blackburn, Grocer Mar 17 at 11 Off Rec, 13, Wineley st, Preston
ORRELL, FRANK WILTON, Bolton, Joiner Mar 18 at 3 Off Rec, 19, Exchange st, Bolton
REAY, GEORGE, Middleton, Morpeth, Northumberland, Blacksmith Mar 17 at 3 Off Rec, 30, Mosley st, Newcastle on Tyne
REVE, JOHN, Ipswich, Almanac Publisher March 18 at 2 Off Rec, 36, Princess st, Ipswich
REVELL, RAYMOND, Bedfordbury, St. Martin's In, Livery Stable Proprietor March 18 at 12 Bankruptcy bldgs, Carey st
REYNOLDS, HENRY, Horfield, Bristol, Marble Mason March 17 at 12 Off Rec, 26, Baldwin st, Bristol
ROBERTS, GEORGE, Lowestoft, Painter March 20 at 12 Off Rec, 8, King st, Norwich
ROTHWELL, EDWARD, Bradford, Stamp Maker March 18 at 11 Off Rec, 12, Duke st, Bradford
SHIEL, GEORGE, Spittal, Berwick on Tweed, Draper March 17 at 2.30 Off Rec, 30, Mosley st, Newcastle upon Tyne
SOLOMON, JOSEPH, and BARROW SOLOMON, Cardiff, Tobacco-nists March 18 at 3 Off Rec, 117, St Mary st, Cardiff
TARNER, SAMUEL, Wombwell, nr Barnsley, Colliery Deputy Mar 18 at 12 Off Rec, 7, Regent st, Barnsley
THOMAS, JOHN, Borsall, St Ives, Cornwall, Farmer Mar 17 at 12 Off Rec, Rosevan st, Truro
THOMAS, ARTHUR T M, Coram st Mar 17 at 12 Bankruptcy bldgs, Carey st
TURNER, HENRY, Ashton under Hill, Gloucester, Builder Mar 17 at 12 Off Rec, Worcester
WOOD, CHARLES, Soyland, nr Halifax, Farmer Mar 19 at 10.45 County Court, Prescott st, Halifax
WOODGER, FRANK, Rotherham, Yorks, Butcher Mar 17 at 1 Off Rec, Figgate In, Sheffield
WOOLCOCK, H T, Brighton, Credit Draper Mar 17 at 12 Off Rec, Bankruptcy bldgs, Room 53, Carey st, London

ADJUDICATIONS.

ATKINSON, JOHN, Bailey, Yorks Dewsbury Pet Feb 1 Ord Mar 2
BACHE, JOHN, Wallsgrove, Gt Witley, Worcester, Farmer Worcester Pet Mar 2 Ord Mar 2
BEARE, CHARLES FREDERICK, Carlton Colville, Suffolk, Butcher Gt Yarmouth Pet Mar 5 Ord Mar 5
BEST, THOMAS WILLIAM, Willington on Tyne, Northumberland, Farmer Newcastle on Tyne Pet Feb 8 Ord Mar 3
BUTTS, EDWIN CHARLES, Gt Grimsby, Shipwright Gt Grimsby Pet Mar 4 Ord Mar 4
CAMMACK, JOHN FRANCIS JEFFERY, Fulham Cross, Chemist High Court Pet Feb 26 Ord Mar 3
CAMPING, REGINALD ALFRED, Sheringham, Norfolk, Hairdresser Norwich Pet Mar 6 Ord Mar 6
CATLIN, SAMUEL, Southport, Grocer Liverpool Pet Mar 6 Ord Mar 6
CLEMENCE, HERBERT, Buxton gds, Acton, Solicitor Brentford Pet Jan 26 Ord Mar 5
COPLEY, ALFRED ALBERT, Ballingdon, Essex, Beerhouse Keeper Colchester Pet Mar 5 Ord Mar 5
COWPER, JOHN JAMES, Ilford Chelmsford Pet Mar 5 Ord Mar 5
FARMER, JAMES, Akerman rd, Brixton, Commercial Traveller High Court Pet Mar 6 Ord Mar 6
GABRETT, HARRY, New Bilton, nr Rugby, Milk Seller Coventry Pet Mar 3 Ord Mar 3
GAVIN, WILLIAM, Albemarle st, Piccadilly High Court Pet Jan 2 Ord Mar 5

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GILBERT, THOMAS EDWARD, Lutterworth, Leicester; Wine Merchant. Leicester. Pet Mar 5. Ord Mar 5.
 GONNELL, MAX GEORGE, Lawn cres, Kew gds. High Court. Pet Jan 1. Ord Mar 5.
 HALS, JAMES FREDERICK, Goring rd, Bowes Park, Baker. High Court. Pet Mar 4. Ord Mar 4.
 HARVEY, WALTER, Hethersett, Norfolk, Machinist. Norwich. Pet Mar 6. Ord Mar 6.
 HAWLEY, LUCY ELIZABETH, Rugby, Warwick, Milliner. Coventry. Pet Mar 5. Ord Mar 5.
 HERBERT, ARTHUR HENRY BRADFORD, and GEORGE JOHNSON WEBB, Manchester, Engineers Agents. Manchester. Pet Feb 22. Ord Mar 4.
 HOLMAN, HENRY, Leeds, Tailor. Leeds. Pet Mar 3. Ord Mar 3.
 HUGHES, THOMAS MORRIS, Mold, Flint, Grocer. Chester. Pet Mar 5. Ord Mar 5.
 JAMES, WILLIAM ARTHUR, Redfield St George, Bristol, Grocer. Bristol. Pet Mar 1. Ord Mar 1.
 JEFFERY, JEREMY, Blandford, Dorset. Dorchester. Pet Mar 4. Ord Mar 4.
 JONES, JOHN, Tyndalnew, Brynegwys, Denbigh, Farmer. Wrexham. Pet March 4. Ord March 4.
 LANTON, JAMES, Wigan, Miner. Wigan. Pet March 4. Ord March 4.
 LEWIS, RICHARD, Yardley Hastings, Northampton, Coal Merchant. Northampton. Pet March 4. Ord March 4.
 LOWE, ALFRED JOHN GEORGE, Thornton Heath, Surrey, Analyst. Croydon. Pet March 4. Ord March 4.
 MACRAE, MADEIRA HAYWARD, Bristol, Fish Dealer. Bristol. Pet Feb 27. Ord March 4.
 MILES, JOHN CHARLES, and SAMUEL MILES, Bury, Carriers. Bolton. Pet March 4. Ord March 4.
 PENNEY, WALTER BIRCH, Lincoln, Publican. Lincoln. Pet March 5. Ord March 5.
 PLATT, BENJAMIN, Glosop, Derby, Grocer. Ashton under Lyne. Pet March 5. Ord March 5.
 PEARSON, WILLIAM, and GEORGE THOMAS, Wensley, Salford, Builders. Salford. Pet Feb 2. Ord Mar 4.
 PUGHLEY, ALBERT EDWARD, Cardiff, Plumber. Cardiff. Pet Mar 3. Ord Mar 3.
 REEVE, JOHN, Ipswich, Almanac Publisher. Ipswich. Pet Mar 5. Ord Mar 5.
 REVELL, RAYMOND, Bedfordbury, St Martin's in, Livery Stable Proprietor. High Court. Pet Mar 4. Ord Mar 4.
 REYNOLDS, HENRY, Horfield, Bristol, Marble Mason. Bristol. Pet Mar 1. Ord Mar 6.
 RUGBY & Co, Weybridge, Drapery. Kingston, Surrey. Pet Feb 5. Ord Mar 6.
 SALT, WILLIAM CROYDON, Art Upholsterer. Croydon. Pet Jan 27. Ord Mar 5.
 SCULVER, FREDERICK GEORGE, Hempstead, nr Stalham, Norfolk. Farnham. Norwich. Pet Mar 6. Ord Mar 6.
 BUTCLIFFE, HENRY, Bailey, Yorks, Hosiery Agent. Dewsbury. Pet Feb 11. Ord Mar 2.
 BUTTON, GEORGE, Preston, Lancs, Hosiery. Preston. Pet Mar 5. Ord Mar 5.
 THORNTON, ARTHUR JOSEPH, Dewsbury, Fried Fish Dealer. Dewsbury. Pet Mar 6. Ord Mar 6.

TOD, ALEXANDER MAXWELL, Paignton, Devon. High Court. Pet Feb 10. Ord Mar 5.
 TURPIN, HENRY, Ashton under Hill, Glos, Builder. Worcester. Pet Mar 5. Ord Mar 5.
 WHITFIELD, GEORGE THOMAS, Tuffley, nr Gloucester, Brick Manufacturer. Gloucester. Pet Mar 3. Ord Mar 3.
 WILLIAMS, THOMAS, Llangefti, Anglesey, Innkeeper. Bangor. Pet Mar 5. Ord Mar 5.
 WOODHEAD, JOHN ALBERT, Crosby, Lincs, Baker. Gt Grimsby. Pet Mar 4. Ord Mar 4.

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